



20

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DIVISION

(203) 797-4641

FAX (203) 796-1586

FARID L. KHOURI, P.E.
CITY ENGINEER

May 17, 2011

Honorable Mark D. Boughton
City Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

**Re: Agreement for Safety Improvements at the Intersection of
Lake Avenue at Shannon Ridge Road and Ridge Road
State Project No. 34-338
Federal-Aid Project Nos. PE: 1034 (115) CN: 1034 (116)
City Project No. 08-20**

Dear Mayor Boughton and City Council Members:

The City of Danbury applied for funding under the State of Connecticut Local Accident Reduction Program to improve the above-mentioned intersection as part of the safety enhancement program. The State of Connecticut approved the design and construction of this project and forwarded the agreement to be executed by the City. Copies of the agreement are on file in the Office of the Legislative Assistant and the Office of the Corporation Counsel.

Improvement to the above intersection is estimated to cost \$206,912, and the City's share is \$18,191.20. Finance Director, David St. Hilaire, has verified that the City's share is available under Danbury Neighborhood Bond Traffic plans item 7000.335.

We hereby request that the City Council authorize Mayor Mark D. Boughton to sign this agreement.

If you have any questions, please feel free to give me a call.

Very truly yours,

Farid L. Khouri, P.E.
City Engineer

Enc.

C: Antonio Iadarola, P.E., with enc.
David St. Hilaire, with enc.
Laszlo L. Pinter, Esq., with enc.

20-1



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2011

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

State Project No. 34-338

Federal Aid Project Nos. PE: 1034(115) CN: 1034(116)

RESOLVED, that Mark D. Boughton, Mayor, be, and hereby is authorized to sign the agreement entitled:

“Agreement between the State of Connecticut and the City of Danbury for the Design, Construction Inspection and Maintenance of Safety Improvements at the Intersection of Lake Avenue at Shannon Ridge Road and Ridge Road utilizing Federal Funds under the Hazard Elimination Component of the Surface Transportation Program”.

20-2

Agreement No.

AGREEMENT
 BETWEEN THE STATE OF CONNECTICUT
 AND
 THE CITY OF DANBURY
 FOR THE
 DESIGN, CONSTRUCTION, INSPECTION AND MAINTENANCE
 OF SAFETY IMPROVEMENTS AT THE INTERSECTION OF
 LAKE AVENUE AT SHANNON RIDGE ROAD AND RIDGE ROAD
 UTILIZING FEDERAL FUNDS UNDER THE
 HAZARD ELIMINATION COMPONENT OF
 THE SURFACE TRANSPORTATION PROGRAM

State Project No. 34-338

Federal-aid Project Nos. PE: 1034(115)
CN:1034(116)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 2010, by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the State, and the City of Danbury, City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, it has been determined by the Municipality and the State that certain safety improvements including, but not limited to, installation of a traffic control signal, including emergency vehicle pre-emption, are needed, and

WHEREAS, said improvements are identified by State Project No. 34-338 and Federal-aid Project Nos. PE: 1034(115) and CN: 1034(116), hereinafter referred to as the Project, and

WHEREAS, the Municipality shall be responsible for both the preliminary engineering and construction phases of the Project, and

WHEREAS, expenditures associated with preliminary engineering activities by the Municipality are Federal-aid non-participating, and

WHEREAS, the construction phase includes, but is not limited to, the construction of said safety improvements, as well as the administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and other purposes," and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that, the Commissioner of Transportation is authorized... "(b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.", and

WHEREAS, the Municipality has requested that Federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:
THE MUNICIPALITY SHALL:

- (1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the preliminary engineering and construction phases of the Project and all activities related thereto.
- (2) Design the Project to standards acceptable to the State and the Federal Highway Administration and within the designated time frame established for the Project.
- (3) Use the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipal Administered Projects," dated November 2007, to retain or employ assistants or consultants for the development of the required contract plans, specifications, estimates, and other project information, reports, statements, studies and environmental permit applications. Written documentation of procedures utilized for retention, employment or selection of such assistants and/or consultants shall be provided to the State.
- (4) In addition, the Municipality shall assume full legal responsibility for the accuracy of all products of its work or that of its consultant or other assistants under this Agreement and shall so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual within the Municipality responsible for receipt of "Official Notices."

- (5) (a) Deposit with the State, upon demand, the sum of One Thousand Three Hundred Forty-seven Dollars (\$ 1,347.00), which sum represents the Municipality's proportionate share of the estimated cost of State-provided services, as shown in Article (47) of this Agreement.

- (b) Deposit with the State, upon demand, the sum of Zero Dollars (\$0) for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility.

- (6) Reimburse the State for all preliminary engineering expenditures incurred by the State on the Project and pay for all construction related costs, without reimbursement, in the event the Project is cancelled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause."

- (7) Conduct a public involvement program in compliance with State requirements.

- (8) Submit any plans, specifications, estimates, and other information developed for the Project by municipal engineering forces or its consultant, to the State for review. Such plans, specifications, estimates, and other information shall be submitted to the State in accordance with the Consultant Engineers Manual of the Department of Transportation, as revised.

- (9) Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article, shall become the responsibility of the Municipality.

- (10) Upon written approvals by the State, separate from this Agreement, commence the construction phase of the Project utilizing Municipal forces or advertise, receive bids, award a contract or contracts, make payments to a contractor or contractors, and administer construction activities associated with the Project.

- (11) Obtain bids for all Project items to be supplied or constructed by the Municipality's contractor(s) utilizing a bidding procedure acceptable to the State for a Federal-aid project. Thereafter, analyze all bids, submit a bid summary, and request the State's approval to award the Project.

- (12) Assure that the following pre-award requirements are met by the apparent low bidder:
 - (a) Disadvantaged Business Enterprises documentation is in order;
 - (b) A schedule of progress or time chart for the Project has been developed; and

(c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material - CON 83" form will be provided by the State.

(13) Upon verification, by the State, that all affirmative action and pre-award requirements (indicated in Article (12) herein) have been complied with, award the contract to the lowest responsible bidder.

(14) Make no change which will increase the cost of the Project or alter the termini, character, or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advance State approval.

(15) Notify the State as to the commencement of the Project's construction activities via the attached CON 100M form. Failure to properly file this form with the State shall jeopardize the Federal proportionate share of the funding for this Project.

(16) Provide administration, inspection, field density testing, and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, and such design services as may be required. The Municipality shall also submit to the State for review and approval, the name(s) and qualifications of the individual(s) responsible for the administration and inspection of the Project prior to advertising the Project.

(17) Perform the functions and operations described in the "Department of Transportation, Bureau of Engineering and Construction, Construction Manual, Office of Construction, January 2011"; "Construction Engineering and Inspection Information Pamphlet for Consultants, Connecticut Department of Transportation, Office of Construction, August 2008"; "Municipality Manual-Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, July 2008"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "Materials Testing Manual, 2004, Chapter 7, entitled 'Schedule of Minimum Requirements for Sampling Materials for Test'"; "Public Service Facility Policy and Procedures for Highways in Connecticut, November 2008"; "Utility Accommodation Manual, Connecticut Department of Transportation, February 2009"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B, April 1, 1996"; and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in paragraph (17)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations also include, but are not limited to:

- (a) Review and approval of all shop plans and construction drawings received from the construction contractor;
- (b) Maintenance and protection of all construction records at the field office for review, use and approval at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and

(c) All other operations which become necessary to properly inspect the work of the construction contractor to obtain compliance with the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 816," Supplemental Specifications, as revised, Special Provisions and all other contract documents and memorandums.

(18) Agree that the documents named or described in Article (17) above are hereby incorporated by and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents has been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the State and the Municipality.

(19) Cooperate fully with the State and permit the State and/or the Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(20) Agree that if at any time during the construction phase of the Project, the State determines that the administration of the Project by the Municipality is not adequate, the State may take over or supplement said administration of the Project. The additional costs associated with this action will be considered part of the Project costs and will be funded in accordance with the terms of this Agreement.

(21) Obtain for the contractor(s), the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(22) Document expenses by recording all contractor's costs, consultant fees, and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

(23) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(24) Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant, in the contract plans, specifications and estimates or due to inadequate administration, design, inspection and/or construction engineering services. The percentage(s) derived from the ratio of the total cost of all State-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to said errors and/or omissions.

(25) Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with this Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants, which is attached hereto and hereby made a part of this Agreement. The Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

If the Federal Highway Administration's approval is required prior to entering into a supplemental agreement, as stipulated in the attached Policy Statement, the Municipality must submit their request to the initiating unit. The initiating unit will forward the Municipality's request to the Federal Highway Administration for review and provide the Municipality with the Federal Highway Administration's decision.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(26) Pay for all design and construction related costs. Expenditures approved by the State will be reimbursed under the provisions of Articles (33), (44), and (47) of this Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing construction services for the Project.

(27) Assume all responsibility and liability for:

- (a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the Federal Highway Administration.
- (b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30 - day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Any and all claims by the construction contractor(s).

(28) Notify the State, in writing, when the construction phase of the Project has been completed and provide the State, if requested in writing, reproducible copies of the "as built" plans for the Project.

(29) Agree that the State, on written notice, may, in its sole discretion, suspend, postpone, or terminate

this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.

Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates the Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall, at the option of the Municipality, be purchased from the contractor at actual cost as shown by receipted bills; and the State shall reimburse the Municipality for same. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records.

Termination of the Agreement shall not relieve the Municipality or its contractor of its responsibilities for the completed work, nor shall it relieve the contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

(30) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," dated January 24, 2011, a copy of which is attached hereto and hereby made part of this Agreement.

(31) Incorporate the attached "Special Provisions, Disadvantaged Business Enterprises for Federal Funded Projects" requirements, dated February 26, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for each specific Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(32) Incorporate the attached "Special Provisions, Small Business Participation Pilot Program (SBPPP) As Subcontractors and Material Suppliers or Manufacturers" requirements, dated February 3, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for each specific Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

THE STATE SHALL:

- (33) Use apportionments made available to the State under the Hazard Elimination component of the Federal Surface Transportation Program to reimburse the Municipality for the Federal share of the participating Project costs. Ninety percent (90%) of the certified amount expended by the Municipality, not to exceed the limits set forth in this Agreement under Article (47), and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.
- (34) Provide services including, but not limited to, technical assistance in engineering reviews, cost estimate reviews, environmental reviews, public hearing assistance, material testing, periodic construction inspection, administrative oversight, contract development, fee review and negotiations, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.
- (35) Assume maintenance responsibility for those State facilities constructed as part of this Project.
- (36) Reserve the right to inspect all construction activities for the Project.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

- (37) That if the Municipality fails to fulfill its responsibility in regard to Articles (23) and (27) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.
- (38) That the Municipality shall be responsible for one hundred percent (100%) of additional costs of contract items and/or incidentals to construction which are found necessary by the Municipality and/or the State to properly complete the construction phase of the Project, but which have been determined to be Federal-aid non-participating.
- (39) That the final payment by the Municipality to the State or by the State to the Municipality shall be based upon the actual participating preliminary engineering costs incurred by the State and construction-related costs incurred by both parties hereto, as determined by post-preliminary engineering and post-construction audits, using percentages and funding procedures established in this Agreement. The Municipality is also required to perform an audit in accordance with Article (7) of Exhibit A.
- (40) That before completion of the construction phase of the Project, the Municipality, in concert with the State, shall perform semi-final and final inspections of the Project. The State will be notified of such inspections, in writing, by the Municipality.
- (41) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.

(42) That with respect to the operations the Municipality performs or engages a prime contractor to perform under the terms of this Agreement, and also those performed for the Municipality by subcontractors of the prime contractor, the Municipality will be required to carry, and shall ensure that its prime contractor and any subcontractor(s) performing work in conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum liability insurance coverages at no direct cost to the State. In the event the Municipality secures excess / umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverages to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a municipal self insurance program.

- (a) The Municipality shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and
- (b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

(43) That any "Official Notice" from one such party to the other such party, in order for such Notice to be binding thereon, shall:

- (a) Be in writing addressed to:
 - (i) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546

Newington, Connecticut 06131-7546;

(ii) When the Municipality is to receive such Notice -

Mayor
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

- (b) Be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is/are to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is/are to be made, provided such subsequent agreement(s) is/are concluded pursuant to the adherence to this specification.

(44) That the State shall reimburse the Municipality for approved participating inspection and construction costs in accordance with the percentages depicted in Articles (33) and (47) of this Agreement. Reimbursement will be made in the following manner:

- (a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on a Connecticut Department of Transportation "Invoice Summary and Processing (ISP) Form," with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality.

(45) Upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality

Manual – Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, 2007,” as revised, under the “Project Finals Check List.” Upon receipt and approval of those materials, which include signed “CON 100M”, “CON 500M” and “CON 501M” forms, the State will release all retainage and reimburse the Municipality the amount indicated on any outstanding invoices.

If the Municipality fails to fulfill its responsibility in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Article (20) of this Agreement.

(46) That when the Agreement requires work on, over, or under the right of way of any railroad company, the Municipality shall provide, with respect to the operations that it, its prime contractor, or any subcontractor(s) thereof perform(s) under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such Insurance is required, the Municipality shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the State.

(47) That the total estimated cost for Federal-aid participating activities related to the preliminary engineering and construction phases of the Project is Two Hundred Six Thousand Nine Hundred Twelve Dollars (\$ 206,912), which includes anticipated expenditures of Twenty Thousand Two Hundred Twelve Dollars (\$ 20,212) for services to be provided by the Municipality and Thirty-eight Thousand Four Hundred Seventy-five Dollars (\$ 38,475) for services to be provided by the State.

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Hundred Fifty-one Thousand Five Hundred Ninety-three Dollars (\$ 151,593).

ESTIMATED PRELIMINARY ENGINEERING & CONSTRUCTION COSTS

State Project No. 34-338	Federal-aid Project Nos.	PE: 1034(115) CN: 1034(116)
A. Preliminary Engineering Services by the State.....		\$ 25,000
B. Construction Costs and Contingencies.....		\$ 148,225
C. Incidentals to Construction by the Municipality (Inspection).....		\$ 20,212
D. Incidentals to Construction by the State (Materials Testing, Construction Administration, Audits and Records Examiners).....		\$ 13,475
E. Total Cost of Project (A+B+C+D).....		\$ 206,912
F. Estimated Federal Proportionate Share of the Total Cost (100% of A)+(90% of [B+C+D])...		\$ 188,721
G. Estimated Municipal Proportionate Share of the Total Cost (10% of [B+C+D]).....		\$ 18,191
H. Maximum Amount of Reimbursement to the Municipality (90% of [B+C]).....		\$ 151,593
I. Amount to be deposited by the Municipality in accordance with Article (5)(a) of this Agreement (10% of D).....		\$ 1,347
J. Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article (5)(b) of this Agreement.....		\$ 0
K. Total Demand Deposit (I+J).....		\$ 1,347

The actual expenditures for Items A, B, C, and D shall be funded as follows:

ITEM A – Preliminary Engineering Services by the State – the participation ratio for the actual expenditures shall be one hundred percent (100%) Federal.

ITEM B – Construction Costs and Contingencies – the participation ratio for expenditures approved by both parties, not to exceed the estimated construction cost by more than One Hundred Forty-three Thousand Eighty-eight Dollars (\$ 143,088), shall be ninety percent (90%) Federal, ten percent (10%) Municipal. Expenditures exceeding the estimated construction cost by more than One Hundred Forty-three Thousand Eighty-eight Dollars (\$ 143,088) have been determined by the State to be non-participating and shall be funded one hundred percent (100%) by the Municipality.

20-17

ITEM C & D – Incidentals to Construction by the Municipality and the State – the participation ratio for the combined expenditures shall be ninety percent (90%) Federal, ten percent (10%) Municipal.

(48) That the State will assume no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

(49) The Agreement itself is not an authorization for the Municipality to provide goods or begin performance in any way. The Municipality may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Municipality providing goods or commencing performance without a duly issued purchase order in accordance with this Article does so at the Municipality's own risk.

The State shall issue a purchase order against the Agreement directly to the Municipality and to no other party.

(50) That the Municipality shall agree to include in the construction contract documents, when a project is FHWA funded, a copy of "Required Contract Provisions Federal-Aid Construction Contracts (Form PR-1273)," as may be revised from time to time, a copy of which is attached hereto and made a part hereof.

STP-HAZARD ELIMINATION 4/08