



**CITY OF DANBURY**  
**DEPARTMENT OF PUBLIC UTILITIES**  
**155 DEER HILL AVENUE**  
**DANBURY, CT 06810**

11

**(203) 797-4637**  
**FAX (203) 796-1590**

May 23, 2013

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

RE: CT DOT Project No. 34-305, Route 37 and Stacey Road Improvements  
Test Pit / Preliminary Engineering Agreement

Dear Mayor Boughton and Members of the City Council:

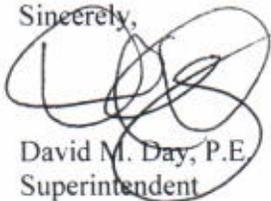
The Public Utilities Department has been directed by the Connecticut Department of Transportation (CT DOT) to perform utility test pit work to confirm water and sewer main locations for the above referenced DOT road improvement project.

All costs associated with performing the test pit work will be reimbursed by the State to the City of Danbury in accordance with a letter agreement prepared by the CT DOT dated December 5, 2012. All costs incurred due to any required engineering redesign of City water and sewer main facilities, as directed by the DOT, due to conflict with the water and sewer main facilities and the proposed DOT road improvement project, will also be reimbursed by the State. We request the City Council's approval of the execution of the December 5, 2012 letter agreement and the attached resolution.

The City Council's approval of this request will help expedite completion of the required test pit work. Test Pit work will start in June 2013 pending approval of this request.

If you have any questions, please let me know.

Sincerely,



David M. Day, P.E.  
Superintendent

C: Laszlo L. Pinter, Esq.  
Antonio Iadarola, P.E.  
Farid L. Khouri, P.E.  
Timothy P. Nolan



# RESOLUTION

11-1

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A.D. 2013

**RESOLVED** BY THE CITY COUNCIL OF THE CITY OF DANBURY

**WHEREAS**, the State of Connecticut Department of Transportation is planning road improvements at Route 37 and Stacey Road; and

**WHEREAS**, said improvements require the local excavation of test pits in order to confirm the locations of water and sewer facilities; and

**WHEREAS**, an agreement proposed by the CTDOT will need to be executed, to ensure all work will be done as planned and scheduled; and

**WHEREAS**, said agreement will include reimbursement of costs incurred by the City for this work, and additionally, for any engineering redesign of City utility facilities;

**WHEREAS**, said total reimbursable test pit cost is estimated to be \$89,655.48.

**NOW, THEREFORE, BE IT RESOLVED THAT** Mayor Mark D. Boughton or his designee David Day, Superintendent of Public Utilities, be and hereby is designated to execute an agreement for the conduct of test pit and related work at Route 37 and Stacey Road, pursuant to said agreement with the CTDOT, and to execute such additional documents and take such other actions as maybe required in furtherance thereof.

cc: C. Kindya, T. Nolan 1/2/13

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STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

DISTRICT IV  
359 South Main Street  
Thomaston, Connecticut 06787  
Phone  
(860) 585-2710



**CITY OF DANBURY RECEIVED**  
**PUBLIC UTILITIES DEC 20 2012**

In reply, refer to Unit 901

December 5, 2012

DEC 27 2012 PUBLIC WORKS DEPT.

Blank lines for stamp or signature

Mr. Antonio Ladarola, P.E.  
Director of Public Works  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Dear Mr. Ladarola:

Project: #34-305  
City of Danbury  
Routes 37 and Stacey Road

Subject: Public Utility Adjustment on State Maintained Highway

It has been determined that your underground facilities might be in conflict with the proposed construction of the subject project by the State.

In order to prepare a proper design and to minimize possible conflict with your underground facilities, the State will require test pits be dug by your Company. It appears at present that eighteen (18) test pits will be required. The exact location and time of excavation will be coordinated between your Company and Mr. Douglas Wiegert, of this office, 359 South Main Street, Thomaston, Ct. 06787-1816. The District will notify you when to proceed with your forces or your approved continuing contractor.

Based on an estimate provided by Mr. Nolan of your office, the total cost of your test pits is in the amount of eighty nine thousand six hundred fifty five dollars and 48 cents (\$89,655.48), of which the State's share is eighty nine thousand six hundred fifty five dollars and 48 cents (\$89,655.48). This estimate is made part of this letter agreement.

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Project 34-305  
December 5, 2012  
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The actual test pits shall be governed by the rules established by the State and entitled: "Public Service Facility Policy and Procedures for Highways in Connecticut," dated November, 2008, and "Utility Accommodation Manual" dated February, 2009, and by "Title 23, Code of Federal Regulations, Part 645; Subpart A and Subpart B" dated April 1, 2007, and subsequent revisions or supplements, issued by the U.S. Department of Transportation, Federal Highway Administration, hereinafter referred to as the Federal Highway Administration. (All of these policies are available on the DOT website: <http://www.ct.gov/dot/cwp/view.asp?a=3196&q=300826>)

The State's equitable share of the cost of the test pits shall be in conformance with Section 13a-126 of the General Statutes of Connecticut, as revised. Whereas this work is required due to construction along a State maintained highway on which access is not limited, the equitable share of the cost to be borne by the State shall be one hundred percent (100%).

The Utility shall indemnify and save harmless the State of Connecticut, its officers, agents and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligent performance, negligent acts, errors or omissions in the work performed by the Company and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Company and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

The State will request reimbursement from the Federal Government for a portion or all of its share of the cost of utility test pits as provided for in this letter agreement, in accordance with the provisions of "Title 23, Code of Federal Regulations Part 645, Subsection A" and subsequent revisions or supplements. The records and accounts of the Company shall be made available in the Company's office for audit upon request by an authorized representative of the State and/or the Federal Highway Administration.

The State and the City of Danbury will cooperate in the preparation and joint certification of certain report forms required for the State's review of the billing of costs. State Form No. CON-40 will require the daily reporting of labor, equipment, and material used in the work and will be prepared by a representative of the State and a representative of your Company, who shall furnish any necessary information.

All authorized actual and related indirect costs shall be accumulated under a work order or a job order accounting procedure, acceptable to the Commissioner, and permitted by the regulations of the Department of Public Utility Regulatory Authority.

11-4.

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Upon demand of the Company, partial payment will be made by the State for incurred cost based on 90 percent of the state's share billed, not to exceed 90 percent of the State's equitable share, as indicated on the enclosed estimate.

All requests for payment shall be submitted on a State Invoice Summary and Processing (ISP) Form or a DOT approved equivalent form, together with pertinent vouchers and cost records. The final bill, covering the State's equitable share of all costs incurred, shall be submitted to the State within six (6) months of the advertising of the project by the State.

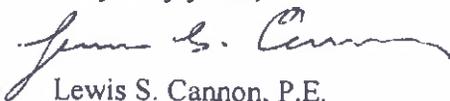
Final payment will be made for actual cost incurred, after final audit and after all exceptions have been resolved.

The Company agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

No formal agreement for the above work will be required.

Authorization for your Company to proceed to perform test pit excavations by its own forces or by approved continuing contractor will be given by Mr. Lewis S. Cannon, Acting Transportation District Engineer, 359 South Main Street, Thomaston, Connecticut, who will be in charge of this project.

Very truly yours,



Lewis S. Cannon, P.E.  
Acting District Engineer  
Bureau of Engineering and  
Construction

Enclosures

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*Above stipulation agreed to and concurred with by the duly authorized representative of  
The City of Danbury.*

\*Please sign below and return a copy to the attention of Mr. Douglas Wiegert at 359  
South Main Street, Thomaston, Ct. 06787

\*Name \_\_\_\_\_

Title \_\_\_\_\_