



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

May 19, 2005

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Common Council Members:

Federal Local Bridge Program
State Project No. 34-270
City Project No. 93-29
Replacement of the Thorpe Street Extension Bridge
Third Supplemental State/City Construction Agreement

The above noted bridge replacement is being funded 100% by State and Federal Local Bridge Programs.

The bridge replacement project is complete. This supplemental agreement increases the reimbursement to be made to the City of Danbury by \$15,000.00 to cover increased construction costs necessitated by unexpected conditions encountered during construction.

We hereby request that the Common Council authorize Mayor Mark D. Boughton to sign the Third Supplemental State/City Construction Agreement.

If you have any questions, please feel free to contact this office.

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

- C: Honorable Mark D. Boughton, with encl.
- Laszlo L. Pinter, Esq., with encl. (two originals)
- Dena R. Diorio, with encl.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

Federal Project No. BRZ – 6034(6)
State Project No. 34-270
City Project No. 93-29

Thorpe Street Extension Bridge

— That Mark D. Boughton, Mayor of the City of Danbury, is hereby authorized to execute the THIRD SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF DANBURY FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE REQUIRED IN CONJUNCTION WITH THE REPLACEMENT OF THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097) OVER KOHANZA BROOK, together with such other documents as may be necessary for the accomplishment of the purposes thereof.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

May 6, 2005

RECEIVED
MAY 13 2005
ENGINEERING DEPT.

Ms. Patricia Ellsworth, P.E.
Assistant City Engineer
Public Works Department
City of Danbury
City Hall, 155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mr. Ellsworth:

Subject: Federal Local Bridge Program
Third Supplemental Construction Agreement
State Project No. 34-270
Replacement of the Thorpe Street Extension Bridge over Kohanza Brook

It has turned out that added grant funds are yet needed to close out the subject bridge project.

To that end, enclosed are two copies of a Third Supplemental State/City Agreement to increase the total funding.

For the execution of the supplemental agreement, please note the following:

- A resolution authorizing the Mayor by name and title to sign the supplemental is needed. His name should appear on the resolution as shown in the preamble and signatory pages of the supplemental. The resolution should be certified and sealed by the Town Clerk.
- The Mayor's signature and those of two witnesses are needed on the two original copies of the supplemental agreement. The witnesses should sign in the same order on both copies with their names typed beneath their signatures.
- Please emboss the Town seal on both copies near the Mayor's signature.

Finally, please return the two signed originals of the supplemental and at least one copy of the sealed authorizing resolution to Mr. Denis Jones at Close, Jensen and Miller, so that we can continue to process them for State signatures. A fully executed copy of the Third Supplemental Agreement will be returned to you upon its completion by the State.

If you have a question concerning this matter, please contact Mr. Rabih Barakat at (860) 594-3389 or Mr. Jones or Mr. Ed Walz at (860) 563-9375.

Very truly yours,

Julie F. Georges, P.E.
Transportation Principal Engineer
Bureau of Engineering and
Highway Operations

Enclosures

**THIRD SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF DANBURY
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
REQUIRED IN CONJUNCTION WITH THE
REPLACEMENT OF
THE THORPE STREET EXTENSION BRIDGE (BRIDGE NO. 05097)
OVER KOHANZA BROOK
UTILIZING FEDERAL FUNDS
AND A PROJECT GRANT UNDER THE STATE'S LOCAL BRIDGE PROGRAM**

State Project No. 34-270

Federal Project No. BRZ-6034(6)

THIS THIRD SUPPLEMENTAL AGREEMENT, concluded at Newington, Connecticut, this day of , 2005, by and between the State of Connecticut, Department of Transportation, Stephen E. Korta, II, Commissioner, acting herein by Arthur W. Gruhn, P.E., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, said Municipality has requested that improvements be made to the Thorpe Street Extension Bridge over Kohanza Brook, which improvements are identified as State Project No. 34-270 and Federal Project No. BRZ-6034(6), hereinafter referred to as the Project; and

WHEREAS, said improvements include, but are not limited to, the replacement of the Thorpe Street Extension Bridge and roadway construction related to the bridge approaches; and

WHEREAS, the Federal Transportation Equity Act for the Twenty-First Century (TEA-21) provides funding for highways, bridges and mass transportation programs; and

WHEREAS, Section 13a-165 of the General Statutes of Connecticut, 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 is qualified to receive federal funding for the Project; and

WHEREAS, Section 13a-175s of the General Statutes provides for the making of loans and grants by the State to municipalities to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of local bridges; and

WHEREAS, the parties hereto executed an Agreement, No. 8.06-01(01), dated August 23, 2001, a First Supplemental Agreement, No. 5.22-02(03), dated September 17, 2003, and a Second Supplemental Agreement, No. 10.16-02(03), dated January 20, 2004, collectively hereinafter referred to as the Original Agreement; and

WHEREAS, the parties hereto desire to amend the Original Agreement, as supplemented, to reflect the actual costs of construction.

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

1. That Article (40) in Section 2 of the Original Agreement, as supplemented, is hereby deleted and the following is substituted in lieu thereof:

(40) That the total estimated cost for the construction phase of the Project is One Million One Hundred Thirty-Five Thousand Dollars (\$1,135,000).

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Million One Hundred Thirty-Five Thousand Dollars (\$1,135,000) for costs identified in Items (a) and (b) below, unless revised under the provisions of Article (30) in Section 2 of the Original Agreement, as supplemented.

ESTIMATED CONSTRUCTION COSTS

PARTICIPATING COSTS (FEDERAL 80%, STATE LOCAL BRIDGE 20%)

(a) Contract Items and Contingencies	\$ 1,000,000
(b) Allowable Incidentals to Construction	\$ 135,000
(c) Total Cost of Project Construction [(a) + (b)].....	\$ 1,135,000
(d) Federal and State Local Bridge Proportionate Share of the Total Project Construction Cost [100% of (c)]	\$ 1,135,000
(e) Maximum Amount of Federal Reimbursement to the Municipality [80% of (c)]	\$ 908,000
(f) Maximum Amount of State Local Bridge Reimbursement to the Municipality [20% of (c)]	\$ 227,000
(g) Estimated Amount of Municipal Cost [0% of (c)].....	\$ 0.00

NON-PARTICIPATING COSTS (No Federal or State Reimbursement)

Construction items not included in Item (a)	\$ 0.00
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2. That Section 3.1 of the Original Agreement, as supplemented, is hereby amended by deleting the amount "Two Hundred Twenty-Four Thousand Dollars (\$224,000)" appearing therein and substituting the amount "Two Hundred Twenty-Seven Thousand Dollars (\$227,000)" in lieu thereof.

3. That Section 3.2 of the Original Agreement, as supplemented, is hereby amended by deleting the amount "One Million One Hundred Twenty Thousand Dollars (\$1,120,000)" appearing therein and substituting the amount "One Million One Hundred Thirty-Five Thousand Dollars (\$1,135,000)" in lieu thereof.

4. That Section 3.3 of the Original Agreement, as supplemented, is hereby amended by deleting the amount "One Million One Hundred Twenty Thousand Dollars (\$1,120,000)" appearing therein and substituting the amount "One Million One Hundred Thirty-Five Thousand Dollars (\$1,135,000)" in lieu thereof.

5. That Article 6 of Exhibit III, attached to the Original Agreement is hereby deleted and the following substituted in lieu thereof:

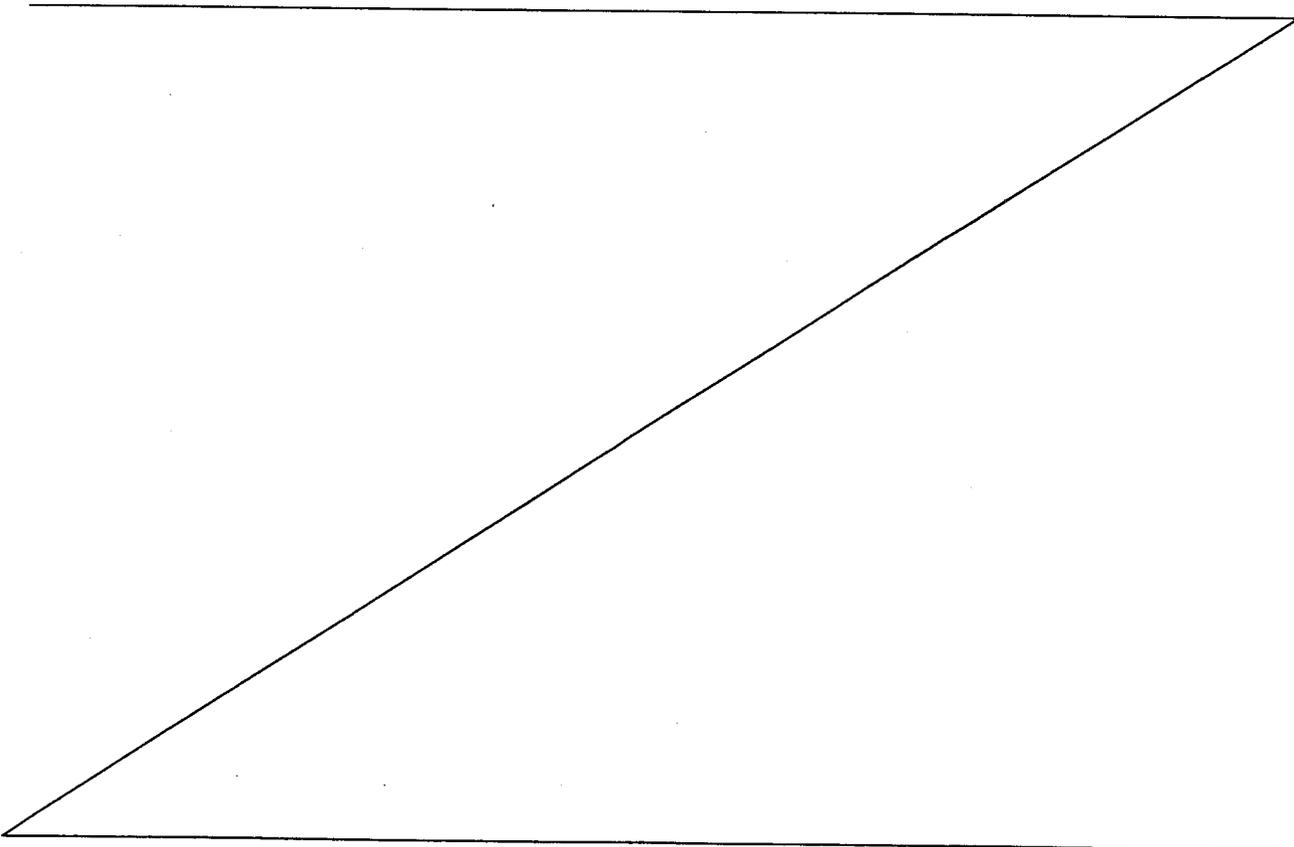
6. The Municipality hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", February 8, 2005, a copy of which is attached hereto and made a part hereof.

6. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Municipality irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the State's immunities.

7. The Municipality agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

8. That all other terms, provisions and conditions of the Original Agreement, First and Second Supplemental Agreements, not specifically amended, modified or deleted herein shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
STEPHEN E. KORTA, II
COMMISSIONER

Name:

By: _____ (Seal)

Arthur W. Gruhn, P.E.
Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

WITNESSES:

CITY OF DANBURY

Name:

By: _____ (Seal)

Mark D. Boughton
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
February 8, 2005

SUBJECT: Code of Ethics Policy

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department. Anything of value that any person or organization attempts to give to an employee of this Department shall be immediately returned. If such thing of value is received by other than personal delivery from the subject person or organization, it shall be taken to the Office of Human Resources along with the name and address of the person or firm who gave the item. The Office of Human Resources along with the recipient of the item of value will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift giver advising them of this donation.

No employee of this Department shall, either individually (or as a member of a group), directly or indirectly, solicit the sale of tickets for a charitable event or accept any gift for the benefit of a charitable organization from any person or organization with whom the Department has, has had, or may expect to have, a business relationship which would cause, or create the appearance of, a conflict with or influence the performance of the Department.

No employee of this Department shall use or distribute State information or use State equipment or materials for other than State business purposes.

No employee shall use their position/influence or any information for financial benefits (this includes family members).

No employee of this Department shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

No employee of this Department shall accept employment with any consultant, contractor, appraiser, or any other organization or individual which is under contract or agreement with the State of Connecticut, nor shall any employee of this Department have, directly or indirectly, a

financial interest in any business, firm, or enterprise doing business with the State of Connecticut, which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department. Employees shall disclose other employment to the Human Resources Administrator.

Certain political activities may also result in a conflict of interest for Department employees. Political activities of State employees are governed by both the Federal Hatch Act and Connecticut General Statute 5-266a.

In addition to the above, all employees of this Department are to comply with Sections 1-79 through 1-89 of the Connecticut General Statutes, as amended, entitled Code of Ethics for Public Officials. Other important Ethics references include:

Code of Ethics for Public Officials

http://www.ethics.ct.us/Regs_and_Code_Information/2003_poguide.htm

Statutes, Regulations, and Policies Concerning Political Activity of Employees

<http://www.das.state.ct.us/HR/om/GL214D.pdf>

The Department of Transportation Ethics Liaison is Dave Crowther who can be reached at (860) 594-3032. Mr. Crowther is responsible for monitoring Department policies relevant to Ethics compliance and serving as a resource for Ethics guidance and advice.

Employees are also encouraged to contact the Ethics Commission directly with inquiries and requests for guidance at:

Telephone No.: (860) 566-4472 or Internet: www.ethics.state.ct.us

In instances where the Department's policy conflicts with the Code of Ethics for Public Officials, the Department's more restrictive policy takes precedence.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated July 30, 2004)

Stephen E. Korta, II
Commissioner