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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
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FARID L. KHOURI, P.E.
CITY ENGINEER

May 29, 2007

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

Dear Mayor Boughton and Common Council Members:

State of Connecticut/City of Danbury Agreement
Improvements to the Backus Avenue Traffic Signal System
State Project No. 34-325
Federal-Aid Project No. P.E.: STPO-1034(110)

The State of Connecticut has agreed to provide the City of Danbury with a grant that will pay 100% of the design engineering cost (estimated to be \$91,000.00) to make traffic signal hardware and interconnect upgrades along the Backus Avenue corridor. Improvements will include, but not be limited to, seven (7) traffic signal upgrades on Backus Avenue from Kenosia Avenue to Segar Street, including fiber optic signal coordination. Funding for this project will be from the Federal Surface Transportation Program

Enclosed please find a copy of the proposed State of Connecticut/City of Danbury Agreement. We ask that you authorize Mayor Mark D. Boughton to execute this Agreement.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,

Farid L. Khouri, P.E.
City Engineer

Encl.

c: Laszlo L. Pinter, Esq.
Dan Garrick, with encl.
Antonio Iadarola, P.E., with encl.
Abdul B. Mohamed



RESOLUTION

37-1

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

State Project No. 34-325

Federal Aid Project No. PE: STP0-1034(110)

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 Development of Contract Plans, Specifications and Estimates for the Backus Avenue Traffic Signal Hardware and Interconnect Upgrades utilizing Federal Funds from under the Urban Component of the Surface Transportation Program."

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND THE
CITY OF DANBURY
FOR
THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS, AND ESTIMATES
FOR THE BACKUS AVENUE TRAFFIC SIGNAL HARDWARE AND
INTERCONNECT UPGRADES
UTILIZING FEDERAL FUNDS
UNDER THE URBAN COMPONENT OF THE
SURFACE TRANSPORTATION PROGRAM

State Project No. 34-325

Federal-Aid Project No. P.E.: STPO-1034(110)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 200____, by and between the State of Connecticut, Department of Transportation, Ralph J. Carpenter Commissioner, acting herein by Michael W. Lonergan, P.E., Acting 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, Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that design activities be undertaken in conjunction with the Backus Avenue traffic signal hardware and interconnect upgrades, hereinafter referred to as "improvements," and

WHEREAS, said improvements include, but are not limited to, seven (7) signal upgrades on Backus Avenue from Kenosia Avenue to Segar Street including fiber optic signal coordination, herein identified as State Project No. 34-325 and Federal-aid Project No. STPO-1034(110), hereinafter referred to as the Project, 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 for other purposes," and

WHEREAS, the State is exempt from any liability in conjunction with the subject Project pursuant to Section 13a-153 of the Connecticut General Statutes, as revised, 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 has requested that federal funding be obligated so that Project related design activities could 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 and consultant(s) to provide for the proper interchange of information concerning the Project. The signatory of this Agreement or his/her successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies, monitoring consultant progress and assuring that prime consultant(s) conform to disadvantaged business enterprise requirements.

(2) Design the Project to standards acceptable to the State and Federal Highway Administration and within the designated time frame established for the Project.

(3) Use the “Consultant Selection, Negotiation and Contract Monitoring Procedures for Town Administered Project,” dated October 2001, 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) Submit to the State for review, before execution, any proposed agreements between the Municipality and consultant(s), to affirm compliance with State and Federal requirements. Written approval of all agreements, supplements to agreements, and extra work claims pertaining to the Project will be obtained from the State before work is authorized by the Municipality.

(5) The Municipality shall agree that 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.

(6) Pay for professional engineering services or other assistance in developing the construction contract plans, specifications, estimates, specialized reports, and preliminary right-of-way activities for the Project. Approved expenditures will be reimbursed by the State under the provisions of Articles (8), (18), and (25) of this Agreement.

(7) Agree, in the event municipal equipment is used to obtain test pit or other information for the development of plans, specifications and estimates, that equipment rates, based on municipal audit acceptable to the State, will be used for billing. 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.

(8) Submit invoices (Form CLA-3), municipal certification of the invoices, supporting payroll data, and direct cost charges for expenses incurred for maximum periods of sixty (60) days during active design periods of the Project. Each voucher submitted for payment will be accompanied by a progress report certified by the Municipality of the phase of work and percentage of work completed for the invoice period. Municipal costs shall be limited to actual payroll, fringe benefits associated with payroll and approved direct cost charges for the Project. A listing of all municipal personnel, including titles, salaries or rates of pay, and fringe benefit factor will be provided to the State by the Municipality prior to the start of work for all municipal personnel to be assigned to engineering activities on the Project.

(9) Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled 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 approved 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."

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

(11) Acknowledge and agree to comply with "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," dated October 16, 2000, a copy of which is attached hereto and made part of this Agreement.

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

(13) Permit the State and Federal Highway Administration to review, at any time, all work performed under the terms of this Agreement.

(14) 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 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."

(15) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's and/or its consultant's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services. Upon receipt of written notification from the State that this Agreement is to be terminated, the Municipality and/or its consultant shall immediately cease operations on work being performed under this Agreement and shall assemble all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement. Said materials shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. The State shall review this material and will determine the amount of acceptable work performed under the terms of this Agreement. The Municipality agrees to accept the State's evaluation of the percent of work completed to the date of suspension, postponement, abandonment or termination.

(16) In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, "issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality," . . . "provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility," . . . located within the municipal right-of-way and the Municipality 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 paragraph of this Article, shall become the responsibility of the Municipality.

(17) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," dated April 13, 2007, a copy of which is attached hereto and hereby made a part of this Agreement.

THE STATE SHALL:

(18) Use apportionments made available to the State under the urban component of the Surface Transportation Program to reimburse the Municipality for the Federal share of participating Project costs. One hundred percent (100%) of the certified amount expended by the Municipality and/or its consultant and approved by the State as participating Project costs under the terms of this Agreement will be reimbursed by the State.

(19) Provide services which may include, but not be limited to, technical assistance in engineering reviews, cost estimate reviews, environmental reviews, public hearing assistance, contract development, review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Project.

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

(20) That final payments will be based on a post-engineering audit performed by the State using the percentages set forth in Articles (18) and (25) of this Agreement. The Municipality is also required to perform an audit in accordance with Article (12) of Exhibit A.

(21) To enter into agreements relative to acquisition of rights-of-way, construction, and utility adjustments with municipally-owned facilities as are necessary to complete the Project.

(22) That this Agreement shall terminate when one of the following conditions is met:

- a) Upon satisfactory completion of the conditions stated herein.
- b) Upon mutual consent of the Municipality, the State, and the Federal Highway Administration.
- c) Upon written notice from the State that the Agreement is terminated, including cancellation or termination by the State Labor Commissioner under the terms of this Agreement.

(23) 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
155 Deer Hill Avenue
Danbury, Connecticut 06810;

b) Be delivered in person or be mailed via 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 notices(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 of this specification.

(24) That if the actual expenditure for Item A, indicated under Article (25) of this Agreement, exceeds the estimated cost thereof by less than ten percent (10%), the additional costs shall be funded under the terms of this Agreement, if STP funding is available and the State granted written approval of said cost increases.

If the actual expenditure for said Item A exceeds the estimated cost thereof by ten percent (10%) or more, the State and the Municipality shall enter into a supplemental agreement, if STP funding is available and the State granted written approval of said cost increases.

(25) That the estimated cost for the preliminary engineering phase of the Project is as follows:

ESTIMATED ENGINEERING COSTS

State Project No. 34-325	Federal Project No. STPO-1034(110)
A. Estimated Municipal Cost	\$ 91,000
B. Estimated State Cost.....	\$ 44,000
C. Estimated Total Cost (A + B).....	\$ 135,000
D. Estimated Federal Share (100% of C).....	\$ 135,000
E. Estimated Reimbursement to the Municipality (100% of A)	\$ 91,000

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Ninety-one Thousand Dollars (\$ 91,000) unless revised under the terms of Article (24) of this Agreement.

(26) That the State will assume no liability for payment under the terms of this Agreement until the State has received Federal authorization to proceed with the preliminary engineering phase of the Project and the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut. A written notice to proceed with design activities will be issued by the State upon execution of the Agreement.

Agreement No.

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
Ralph J. Carpenter, Commissioner

Name:

By _____ (Seal)
Michael W. Lonergan, P.E.
Acting Chief Engineer
Bureau of Engineering and
Highway Operations

Name:

Date: _____

CITY OF DANBURY

Name:

By _____ (Seal)
Mark D. Boughton
Mayor

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____