



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546  
Phone: 594-3219

January 19, 1996

Hon. William W. Dickinson, Jr.  
Mayor  
Town of Wallingford  
Municipal Building  
45 South Main Street  
Wallingford, Connecticut 06492

Dear Mayor Dickinson:

Subject: Project No. 148-172  
Federal Project No. STPN-2571(1)

Enclosed are two copies of an agreement between the State of Connecticut and the Town of Wallingford for the construction, inspection and maintenance of Cook Hill Road and South Turnpike Road utilizing Federal funds from the Surface Transportation Program.

Please note the following items:

1. Your signature and those of two witnesses shall be affixed to the two copies of the agreement. Please sign your name as it appears on the signatory page.
2. The witnesses shall sign in the same order on the two copies.
3. The witnesses' names shall be typed beneath their signatures.
4. The Town seal shall be affixed upon all copies of the agreement.
5. The original council resolution authorizing you, by name and title, to sign this agreement shall be included (see enclosed sample resolution). For consistency please see that your name appears in the resolution as shown in the preamble and signatory pages of the Agreement.

Please return two signed copies of this agreement by February 9, 1996 so that we may continue to process them for State signatures. A fully executed copy of the agreement will be returned to you upon its completion.

Very truly yours,

Sebastian J. Sbalcio  
Engineer of Consultant Design  
Bureau of Engineering and  
Highway Operations

Enclosures



RECEIVED  
JAN 23 1996  
DEPARTMENT OF TRANSPORTATION  
HARTFORD, CONNECTICUT

Agreement No.

AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
THE TOWN OF WALLINGFORD  
FOR THE  
CONSTRUCTION, INSPECTION AND MAINTENANCE  
OF  
COOK HILL ROAD AND SOUTH TURNPIKE ROAD  
UTILIZING FEDERAL FUNDS  
FROM THE  
SURFACE TRANSPORTATION PROGRAM

State Project No. 148-172

Federal Project No. STPN-2571(1)

THIS AGREEMENT, concluded at Newington, Connecticut, this        day of       , 1996, by and between the State of Connecticut, Department of Transportation, J. William Burns, Commissioner, acting herein by James F. Byrnes, Jr., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the Town of Wallingford, Municipal Building, 45 South Main Street, Wallingford, Connecticut 06492, acting herein by William W. Dickinson, Jr., Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 provides funding authorization for highways, highway safety and mass transportation programs, and

WHEREAS, Title I of the Act establishes the Surface Transportation Program (STP) as a new block grant type program that may be used by the State and localities for any roads that are not functionally classified as local or rural minor collectors, 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 required contract plans, specifications and estimates have been prepared for improvements to be made on Cook Hill Road and South Turnpike Road, and

WHEREAS, said improvements include, but are not limited to, turning lanes and signal installation and is identified as State Project No. 148-172 and Federal Project No. STPN-2571(1), hereinafter referred to as the Project, and

WHEREAS, the State and the Municipality mutually agreed that the State will be responsible for advertising, construction administration, construction inspection, material testing and construction, as relate to the Project, and

WHEREAS, said construction administration, construction inspection, and material testing are hereinafter referred to as "incidentals to construction", and

WHEREAS, the Municipality has requested that such Project-related activities be undertaken for the Project.

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 construction phase of the Project and all activities related thereto.

(2) Provide services during construction, if requested by the State, for (a) consultation, advice and visits to the work site, (b) such design services as may be required, and (c) review and approval of all shop details and construction drawings received from the construction contractor.

(3) Grant the State and the State's contractor the right to enter into, pass over and utilize the right-of-way owned by the Municipality, as required to perform the construction inspection and construction phases of the Project.

(4) Enforce all established and necessary traffic regulations during the construction phase of the Project.

(5) 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 Municipality maintained roadways (if signals are installed 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 Municipality maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

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

(7) Reimburse the State 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. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost incurred due to the errors and/or omissions.

(8) Deposit with the State, upon demand, one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s) including incidentals to construction costs for this Project, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost for the Federal-aid non-participating items.

(9) Deposit with the State, upon demand, the full non-federal share, twenty percent (20%), of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by construction. This cost includes all contract item(s) associated with the construction of the sidewalk including incidentals to construction costs. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost as determined by a post-construction audit will be used to determine the incidentals to construction cost incurred due to the construction of the sidewalks. This requirement is in accordance with the Connecticut Department of Transportation's Policy Statement, Policy No. HWYS-19.

(10) Reimburse the State for all expenditures on the Project in the event the Project is cancelled by the Municipality. However, the Municipality may request cancellation of the Project, and if determined by the State 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 is considered to be within the control of the Municipality and will not be considered "good cause."

(11) (a) Deposit with the State, upon demand, the Municipality's proportionate share of the estimated cost of construction, as outlined in Article (23) of this Agreement.

(b) If the approved construction costs, based on low bid prices, exceed the estimated construction costs as indicated in Article (23) of this Agreement, the Municipality shall deposit with the State, upon demand, the additional amount of the Municipality's proportionate share of the increased construction cost. The Municipality shall pay the deposit, upon demand, within sixty (60) days after receipt of written notification by the State or shall notify the State, in writing, of the Municipality's desire to either reduce the Project scope to within the estimated construction costs as indicated in Article (23) of this Agreement or to terminate the Project with a reimbursement of all advertising, incidentals to construction and construction costs expended by the State.

(c) If, at any time, the amount which the Municipality is obligated to pay the State under the conditions of Paragraphs (a) or (b) of this Article exceeds the amount of the demand deposit by five percent (5%) or more, the Municipality shall further increase the demand deposit by an additional deposit as requested by the State.

(12) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", dated June 16, 1995, a copy of which is attached hereto and hereby made part of this Agreement.

THE STATE SHALL:

(13) Use apportionments made available to the State under the provisions of the Federal Surface Transportation Program to complete the construction phase of the Project and all related activities the State has agreed to perform herein.

(14) Advertise, receive bids, award a contract, make payments to the contractor and provide the Municipality with copies of the plans and specifications regarding the construction phase of the Project.

(15) Provide services, including, but not limited to, construction administration, field and material testing, construction inspection, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(16) Assume maintenance responsibility for those State facilities constructed as part of this Project.

(17) Upon completion of construction, perform a complete audit of the costs of the Project to determine the final payment due the State by the Municipality or the reimbursement due the Municipality by the State.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(18) That the State may regulate the satisfactory accommodation of utilities on a continuing basis to any Federal Surface Transportation Urban Program roadway or facility, as provided in Section 13a-98f of the General Statutes of Connecticut, as revised, and the Municipality will assist and cooperate in enforcing such regulations and shall 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 and 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 State's contractor which are the result of the failure of any utility to readjust, relocate or remove its facilities in conjunction with the Project, because of the failure of the Municipality to carry out its responsibility as outlined in paragraph (1) of this Article shall become the responsibility of the Municipality.

(19) That if the Municipality fails to fulfill its responsibility in regard to Articles (4), (5) and (6) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(20) That before completion of the construction phase of the Project, the State, in concert with the Municipality, shall perform semi-final and final inspections of the Project. The Municipality will be notified of such inspections in writing by the State.

(21) 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.

(22) 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  
Town of Wallingford  
Municipal Building  
45 South Main Street  
Wallingford, Connecticut 06492

(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.

(23) The total estimated construction cost of the Project is Three Hundred Thirty-three Thousand Dollars (\$333,000), which includes anticipated expenditures of Forty-three Thousand Dollars (\$43,000) for services to be provided by the State.

ESTIMATED CONSTRUCTION COSTS

State Project No. 148-172

Federal Project No. STPN-2571(1)

A. Contract Items and Contingencies.....	\$290,000
B. Incidentals to Construction - Material Testing, Inspection and Administrative Costs - State.....	\$ 43,000
C. Total Participating Construction Costs (A+B).....	\$333,000
D. Estimated Federal Proportionate Share of the Construction Cost.(80% of C).....	\$266,400
E. Estimated State Proportionate Share of the Construction Cost (20% OF C).....	\$ 66,600
F. Estimated Municipal Costs.....	\$ -0-
G. Amount to be deposited by Municipality.....	\$ -0-

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

Commissioner

Name: \_\_\_\_\_

By \_\_\_\_\_ (Seal)

James F. Byrnes, Jr.  
Chief Engineer  
Bureau of Engineering and  
Highway Operations

Name: \_\_\_\_\_

Date \_\_\_\_\_

TOWN OF WALLINGFORD

Name: \_\_\_\_\_

By \_\_\_\_\_ (Seal)

William W. Dickinson, Jr.  
Mayor

Name: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date \_\_\_\_\_