

State Project No. 77-223
Federal-Aid Project No. H122(002)

RESOLUTION

RESOLVED, that Matthew W. Hart, Town Manager, is hereby authorized to sign the Agreement entitled "Agreement between the State of Connecticut and the Town of Mansfield for the Construction, Inspection and Maintenance of Storrs Road Improvements utilizing Federal Funds under the High Priority Projects Program and the Enhancement Component of the Surface Transportation Program"

ADOPTED BY THE _____ OF THE
TOWN OF MANSFIELD, CONNECTICUT THIS _____ DAY OF _____
2011.

Clerk

Seal

Date

Excerpts from

Agreement No.
CORE ID No.

(577)

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF MANSFIELD
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
OF
STORRS ROAD IMPROVEMENTS
UTILIZING FEDERAL FUNDS
UNDER THE HIGH PRIORITY PROJECTS PROGRAM AND THE
ENHANCEMENT COMPONENT OF THE SURFACE TRANSPORTATION PROGRAM

State Project No. 77-223

Federal-Aid Project No. H122(002)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 201 , by and between the State of Connecticut, Department of Transportation, James P. Redeker, Acting 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 Town of Mansfield, Audrey P. Beck Municipal Building, 4 South Eagleville Road, Mansfield, Connecticut 06268, acting herein by Matthew W. Hart, Town Manager, hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications and estimates have been prepared for roadway and streetscape improvements along Storrs Road (Route 195) from approximately 300 feet south of South Eagleville Road (Route 275) north to approximately 100 feet south of Mansfield Road for a total distance of approximately 2,300 feet, hereinafter referred to as "improvements", and

WHEREAS, said improvements include, but are not limited to, the milling and overlay of Storrs Road, construction of raised medians, establishment of on-street parking and the installation of decorative streetscape elements and landscaping, herein identified as State Project No. 77-223 and Federal-aid Project No. H122(002), hereinafter referred to as the "Project", and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, Title 23, United States Code, Chapter 1, Section 117(a)(1), authorizes the Secretary of Transportation to establish a High Priority Projects Program (HPPP), and

WHEREAS, the Project is eligible for funding under the High Priority Projects Program (HPPP) as defined in Title I, Section 1701 of the Act, and

WHEREAS, the Project is listed and briefly described in Title I, Section 1702 of the Act, 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 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, FOR GOOD AND OTHER VALUABLE CONSIDERATION:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties" as used herein is defined as a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as roadway and streetscape improvements along Storrs Road (Route 195) from approximately 300 feet south of South Eagleville Road (Route 275) north to approximately 100 feet south of Mansfield Road for a total distance of approximately 2,300 feet, including, but not limited to, the milling and overlay of Storrs Road, construction of raised medians, establishment of on-street parking and the installation of decorative streetscape elements and landscaping.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

ARTICLE I. 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) 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.

- (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), including any electronically-produced versions, 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 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 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 retainage in accordance with the terms in the Construction Engineering and Inspection Agreement between the Inspection Consultant and the Municipality and the Connecticut Department of Transportation Municipality Manual concerning retainage for the Municipality's Prime Contractor.

If the Municipality fails to fulfill its responsibilities 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 I., Paragraph (14) of this Agreement.

- (45) That the total estimated cost for the construction phase of the Project is set forth below:

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Two Million Three Hundred Twenty Thousand Seventy Dollars and Forty Cents (\$2,320,070.40).

ESTIMATED CONSTRUCTION COSTS

State Project No. 77-223

Federal-aid Project No. H122(002)

Participating

High Priority Projects Program (80% Federal/20% Municipal)

STP Enhancement Program (80% Federal/20% Municipal)

| | |
|---|----------------|
| A. Contract Items and Contingencies..... | \$2,810,088.00 |
| B. Incidentals to Construction – Municipal Services..... | \$ 90,000.00 |
| C. Incidentals to Construction - Construction Engineering Services..... | \$ 0 |
| D. Extra Work Allowance - Municipal Services | \$ 0 |
| E. Total Municipal Cost (A+B+C+D)..... | \$2,900,088.00 |
| F. Incidentals to Construction – State Administrative Oversight and Audits..... | \$ 199,900.00 |
| G. Incidentals to Construction – State Material Testing..... | \$ 77,200.00 |

| | |
|---|----------------|
| H. Extra Work Allowance by State Forces | \$ 0 |
| I. Total Incidentals to Construction - State (F+G+H)..... | \$ 277,100.00 |
| J. Total Participating Construction Cost (E+I) | \$3,177,188.00 |

Non-Participating (100% Municipal)

| | |
|--|----------------|
| K. Contract Items and Contingencies..... | \$1,529,412.00 |
|--|----------------|

Summary

| | |
|---|----------------|
| L. Total Project Construction Cost (J+K)..... | \$4,706,600.00 |
| M. Estimated Federal Proportionate Share of the Total Project Construction Cost (80% of J)..... | \$2,541,750.40 |
| N. Estimated Municipal Proportionate Share of the Total Project Construction Cost ([20% of J] + [100% of K])..... | \$2,164,849.60 |
| O. Maximum Amount of Reimbursement to Municipality (80% of E)..... | \$2,320,070.40 |
| P. Amount to be deposited by the Municipality in accordance with Article I, Paragraph (15)(a) of this Agreement (20% of I)..... | \$ 55,420.00 |
| Q. Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article I, Paragraph (15)(b) of this Agreement..... | \$ 0 |
| R. Total Demand Deposit (P+Q)..... | \$ 55,420.00 |

(46) That the State assumes 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.

(47) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received a written official notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without a official notice in accordance with this Article III., Paragraph (47) does so at the Municipality's own risk.

The State shall issue a written official notice against the A0greement directly to the Municipality.

(48) 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.

(49) That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of

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
James P. Redeker, Acting Commissioner

Name:

By _____ (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name:

Date: _____

TOWN OF MANSFIELD

Name:

By _____ (Seal)
Matthew W. Hart
Town Manager

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____