Town of

North Stonington, Connecticut

SPECIAL TOWN MEETING

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of North Stonington, Connecticut, will be held on the date indicated at the time and location noted below for the following purposes:

LOCATION: North Stonington New Town Hall Conference Room
DATE: May 2, 2016
TIME: 7:00 p.m.

1. To hear and act upon the request for an Additional Appropriation to Capital line item C3.26-Boombridge Road Bridge in the amount of $139,330 for the completion of design and development as approved by the Board of Finance, which is fully reimbursable from Connecticut Department of Transporation.

Dated at North Stonington this 12th day of April, 2016.

BOARD OF SELECTMEN

Shawn P. Murphy

Nicholas H. Mullane, II

Mark S. Donahue

40 Main Street, North Stonington, Connecticut 06359 Phone 860-535-2877/Fax 860-535-4554

Board/Commission___Selectmen_____
Chairperson_First Selectman Shawn Murphy
Date
Prepared____3/15/2016_____

NORTH STONINGTON BOARD OF FINANCE
APPROPRIATION/TRANSFER REQUEST
NEW/ADDITIONAL

BOF Number_____
Date Received_____

Preliminary Decision Date_____

Complete only ONE (1) Column (A) (B) or (C)

Number	(A) New Request Non Line Item ONLY)	(B) Additional Rquest Enter if Existing Budget Line Item (LI) From LI	(C) Transfer Request Enter if Existing Budget Line Item (LI) Numbers To LI	Appropriation Request Amount
1	Capital Projects-Boombridge Road Bridge	C 3.26		$139,330
2				
3				
4				
5				
6				
7				
8				
9				
10				

Approved 4/6/16 5-00
Rejected_____
Date 4/6/16
BOF Signature [signature]

2ND SUPPLEMENTAL TOWN / TRANSYSTEMS

SCHEDULE E

MAXIMUM PAYMENT BY THE MUNICIPALITY
(Refer to Article 49)

1. PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN, PERMITS, SUPPLEMENTAL SCOPE OF SERVICES – TASK 4A, FINAL DESIGN, BIDDING PHASE SERVICES, DIRECT COSTS, REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS AND CONSULTATION DURING CONSTRUCTION.

   The total payment contained in Schedules B and C for the work specified under this Agreement, exclusive of Extra Work, shall not exceed Four Hundred Twenty-three Thousand Five Hundred Sixty-four Dollars ($423,564).

2. EXTRA WORK

   The total payment for Extra Work, as specified in Schedule D, shall not exceed Nine Thousand Seven Hundred Eighty-six Dollars ($9,786).

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

   The total payment for the work specified under this Agreement shall not exceed Four Hundred Thirty-three Thousand Three Hundred Fifty Dollars ($433,350).

1ST SUPPLEMENTAL STATE / TOWN

(24) That the Preliminary Engineering cost estimate for the Project is as follows:

A.	Total Estimated Municipal Cost (Total Preliminary Engineering Cost)	$ 460,000
B.	Estimated Federal Share (80% of A)	$ 368,000
C.	Estimated State Share (20% of A)	$ 92,000
D.	Estimated Municipal Share (0% of A)	$ - 0 -
E.	Estimated Reimbursement to Municipality (100% of A)	$ 460,000

5. That Article (1) of Exhibit A entitled "Administrative and Statutory Requirements", attached to and made a part of the Original Agreement, is hereby deleted and the following is substituted in lieu thereof:

(1) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

6. That Article (5) of Exhibit A entitled "Administrative and Statutory Requirements", attached to and made art of the Original Agreement, is hereby deleted and the following substituted in lieu thereof:

(5) Indemnification

(a) The Municipality shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out is obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

Shawn Murphy

From: Michael Brady <MBrady@cjmpc.com>
Sent: Wednesday, March 09, 2016 1:00 PM
To: Shawn Murphy
Cc: Byrnes, Marc P; Ed Walz; Tim Timberman
Subject: SPN 101-103, Bridge No. 04744, North Stonington - Agreements

Shawn,

I am following up with our phone conversation last week. The 1st Supplemental State/Town Design Agreement has a cost of $460,000.00 whereas the Second Supplemental Town/CE Design Agreement has a cost of $433,350. The difference in cost of the two agreements is a result of an allowance for design services during construction in the State/Town Design Agreement. The $460,000 amount is the amount the Town should set up funding for. If you have any questions, please contact myself or Ed Walz at the number listed below.

Thank you,
Michael J. Brady
Close, Jensen and Miller, P.C.
Liaison Service
1137 Silas Deane Highway
Wethersfield, CT 06109
Telephone: (860) 563-9375
Email: MBrady@cjmpc.com

Boombridge Road Bridge				
Financial History				
FY2009-Present				
	Town Funds	Expenditures	Revenue Recovery	
Original Appropriation LoCIP Funds FY 2009	$ 30,000			
FY 2010-CNR Appropriation	$ 225,000			
FY 2010-Internal Transfer	$ 86,100			
FY 2012 Expenditures		$ 101,526	$ 64,768	
FY 2013 Expenditures		$ 28,482	$ 26,238	
Removal of Boombridge LoCIP Funds 5/2012	$ (30,000)			
FY 2014 Additional Approriation design chg	$ 9,570			
FY 2014 Expenditures		$ 138,904	$ 111,976	
FY 2015 Expenditures		$ 29,664	$ 35,678	
	$ 320,670	$ 298,576	$ 238,660	0.8
Balance		$ 22,094		
Extra Scope	$ 112,680			
Allowance	$ 26,650	Additional Appropriation		$139,330
	$ 460,000			