



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone: (860) 594-2140

March 25, 2022

Honorable Denise Raap
First Selectwoman
Town of Litchfield
74 West Street
Litchfield, CT 06759

Dear First Selectwoman Raap,

Subject: Project Authorization Letter

Community Connectivity Grant for the Construction of White's Woods Road parking and road improvements in the proximity of pedestrian and bicycling trails (Litchfield Community Greenway Trails Project).

State Project No. 0170-3513

Federal-Aid Project No. N/A

DUNS No. 093609519

Master Agreement No. 5.09-02(13)

CORE ID No. 13DOT0278AA

Town of Litchfield

On June 4, 2013, the State of Connecticut Department of Transportation (DOT) and the Town of Litchfield entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project.

The construction project will provide for the installation of multiple asphalt parking lots pavement striping, and landscaping, to improve bicycle and pedestrian mobility.

Funding for the Construction Project is provided under the Community Connectivity program. This project has a one hundred percent (100%) State participation ratio. Payment will be on a grant basis. The maximum grant payment to the Municipality under this PAL is Three Hundred Ninety-nine Thousand Thirty-Three Dollars (\$399,033). Enclosed is an estimated engineering cost break down for Construction Project activities. A Demand Deposit in the amount of Zero Dollars (\$0) is due to the DOT.

Upon completion of the project, the Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of this Project to the satisfaction of the DOT.

March 25, 2022

Please note that the Municipality must fully document all project expenditures made against the grant such that they can be verified as being directly attributable to the CCGP project/grant. This information will help facilitate the municipal State Single Audit(s) and the project/grant closeout performed by the Department upon project completion. Failure to properly document all grant expenditures may result in grant funds needing to be returned to the State.

Please indicate your concurrence with the PAL by signing below on or before April 29, 2022, and returning a copy to the Project Manager listed below. **Submission of the Written Acknowledgement of the PAL by electronic transmission is preferred.** The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Anna Bergeron, at (860) 594-2140 or at Anna.Bergeron@ct.gov.

Very truly yours,

Kimberly Lesay

Digitally signed by Kimberly Lesay
DN: cn=Kimberly Lesay, o=Connecticut Department of
Transportation, ou=Bureau Chief of Policy & Planning,
email=kimberly.lesay@ct.gov, c=US
Date: 2022.03.30 16:36:20 -0400

Kimberly C. Lesay
Bureau Chief
Bureau of Policy & Planning

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: Denise Raap Date 4/5/2022
Honorable Denise Raap
First Selectwoman

Anna Bergeron/amb

PAL ATTACHMENT
Breakdown of Community Connectivity Grant Payment Amount
For
State Project No. 0170-3513GR
Town of Litchfield

A.	Total Estimated Project Construction Cost	\$229,238
B.	Total Grant Amount Awarded to Municipality	\$399,033
C.	Payment to Be Issued To Municipality Under This PAL (Must be equal or less than line B)	\$399,033
D.	Anticipated Balance of Grant Awarded to Municipality (B minus A)	\$169,795
E.	Estimated Costs Over the Grant Award Amount That Shall Be the Responsibility of the Municipality (If B is less than A)	\$0



TOWN OF LITCHFIELD
PUBLIC WORKS DEPARTMENT
101 RUSSELL STREET, LITCHFIELD, CT 06759
OFFICE: (860) 567-7575 FAX: (860) 567-7578
EMAIL: ralexe@townoflitchfield.org

Memo

To: Mr. William Champagne,
Project Coordinator Unit
Bureau of Policy and Planning, CTDOT

From: Raz Alexe, P.E. PWD

Date: March 11, 2022

RE: State Project No. 0170-3513, Community Connectivity Grant

CC: BOS Agenda, Anna.Bergeron@ct.gov, Patrick.Zapatka@ct.gov,
Craig.Babowicz@ct.gov,

Dear Mr. Champagne,

Town of Litchfield town Engineer's office has completed its review of the bid packages submitted to the Town for the Three (3) parking lots along Whites Woods Rd. A total of seven (7) bids were submitted for the project. A spreadsheet with the tabulated bids is enclosed. The bids ranged from a low bid of \$229,238.00 to a high bid of \$695,204.61. The three low bidders were:

Alibozak Construction LLC	\$229,238.00
Martin Laviero, Inc.	\$294,150.00
Black & Warner Construction Co., Inc.	\$375,546.00

We have checked the apparent low bid for completeness and have found no omissions from their submission. We also have checked their references. Based upon these references and our past experience in working with the apparent low bidder, we believe they will be capable of satisfactorily performing the work required by the contract in a timely and responsive manner.

We hereby recommend that the Town of Litchfield award the contract of the above referenced project to Alibozak Construction LLC.

If you have any questions or need anything else, please do not hesitate to call.

Respectfully,

Raz Alexe, P.E.
Town Engineer / Director Public Works

AGREEMENT

THIS AGREEMENT, made this 28TH day of MARCH, 2022, by and between the TOWN OF LITCHFIELD, hereinafter called the "OWNER", acting through its PUBLIC WORKS DEPARTMENT,

and, ALIBOZAK CONSTRUCTION, LLC (a corporation)

of GOSHEN, County of LITCHFIELD and

State of CONNECTICUT, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONSTRUCTION OF THREE (3) PARKING LOTS ALONG GREENWAY

COMMUNITY TRAILS including addenda thereto, dated 2/01/2022,

being nos. _____ as further described in the Proposal for Construction submitted by the

CONTRACTOR, dated 2/24/2022 and all documents included therein by reference; hereinafter

called the "Project" for the sum of TWO HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED THIRTY-EIGHT

DOLLARS AND ZERO CENTS

(\$ 229,238.00

) and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract.

The "Contract" shall consist of the following contract documents:

- a. This Agreement.
- b. The Advertisement for Bids.
- c. The Information for Bidders.
- d. The Proposal.
- e. The General Conditions.
- f. The Special Conditions.
- g. The Technical Conditions.
- h. The Contract Drawings, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof.
- i. The Specifications and Contract Documents.

all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract. If there is any inconsistency between the provisions of this Agreement and any of the other contract documents, the provisions of this Agreement shall prevail.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project

within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

The CONTRACTOR shall indemnify and save harmless the OWNER and the ENGINEER as specified in the Special Conditions.

Any claim between the OWNER and CONTRACTOR, shall be resolved as follows:

Prior to the initiation of formal dispute resolution proceedings, the claiming party shall submit a written demand for a conference to be attended by those parties involved in the Project that are reasonably necessary for the resolution of the dispute. Such meeting shall be held within fifteen (15) days of the demand at the offices of the OWNER. Each party requested to attend this conference shall send an authorized representative who has authority to make decisions necessary to resolve the dispute.

If the conference fails to lead to a resolution of the claim or dispute, then the OWNER may submit a written demand to proceed to mediation and the OWNER and CONTRACTOR agree to participate in good faith in the mediation process. Mediation shall commence within forty-five (45) days of the initial demand to mediate and shall be arranged through the American Arbitration Association or any other recognized dispute resolution organization in the State of Connecticut. The costs of mediation (excluding individual legal fees) shall be shared equally.

In the event the OWNER does not elect to proceed to mediation, then all claims, counter-claims, disputes and other matters in question between the OWNER and CONTRACTOR arising out of this Contract or the breach thereof will be decided by arbitration or in a court of competent jurisdiction within the district in which the OWNER is located, as determined by the OWNER. In any such action, the prevailing party shall be entitled to recover its costs and reasonable fees of experts and attorneys.

Notwithstanding the existence of a dispute, the CONTRACTOR shall continue to carry on the Work and maintain the progress schedule set forth in the Contract unless the OWNER elects to terminate the Work in accordance with the Contract or the parties mutually agree in writing to suspend Work while the dispute is pending.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: Denise Raap 3/28/2022 (Corporate Seal)

BY: DENISE RAAP TITLE: FIRST SELECTMAN

ATTEST: [Signature]

CONTRACTOR: Alibazak Construction, LLC (Corporate Seal)

BY: [Signature] TITLE: Managing Member

ATTEST: