

APPENDIX A
SCOPE OF WORK

Description: The Town of Canton will conduct planning and design work to extend the Farmington River Rail Trail east from Lovely Street/Route 44 Intersection to the Simsbury/Avon Town Line.

- 1. Deliverables:** Through the retention of contractors, the Town will conduct preliminary and final design work as well as survey work for the preferred trail route as budgeted below. In addition, the Town will conduct a public meeting and property owner engagement to determine the final route. The Town has already secured trail construction funds in excess of \$500,000.00, some of which will be used as the match for this project.
- 2. Budget:** Eligible project costs will be reimbursed in accordance with the following budget and associated tasks. Budgetary adjustments will require written approval by the Department of Energy and Environmental Protection’s (DEEP) Trails and Greenways Program Coordinator (TPC). The Contractor shall notify the DEEP TPC in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. All eligible project costs will be reimbursed at a rate of 80%, not to exceed task totals. The Contractor shall adhere to the Project task/budget list below:

Task	Cost
Conceptual/Preliminary Design	\$10,000.00
Design Development	\$15,000.00
Permitting	\$12,000.00
Conceptual Design	\$15,000.00
Public Meeting and Property Owner Engagement for identified “Study Areas” necessary to determine final route	\$20,000.00
Survey and Design	\$68,000.00
Grant Funds	\$140,000.00
Match	\$35,000.00
Total Project Costs	\$175,000.00

- 3. Location Map:** Project site map is attached hereto as Appendix D which consists of one-page numbered D-1.
- 4. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Connecticut Bikeway, Pedestrian Walkway, Recreational Trail and Greenway Grant Program. This program should be referenced as “The Connecticut Recreational Trails Program”.
- 5. Match Requirements:** The Contractor agrees to provide to the Commissioner, documentation that it has provided not less than twenty percent (20%) of the project cost as matching contribution. Match documentation may be submitted with each monthly invoice (Appendix C). Matching contribution shall be in the form of cash contributions towards construction contracts, in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount. In-kind labor shall be defined as the prevailing wage as determined by the U.S. Department of Labor. No fringe or indirect cost

shall be added to in-kind labor. Equipment shall be credited at the rate allowable by the current Federal Emergency Management Agency (FEMA).

6. Publication of Materials: The Contractor must obtain written approval from DEEP's Trails & Greenways Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

7. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program

or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 8. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
State Parks Division
Trails & Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 9. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. In addition, the contractor must provide the Connecticut Recreational Trails Program documentation that any threatened and endangered species protections which may have been specified by DEEP's Natural Diversity Database and/or historical or archaeological resource protections which may have been specified by Connecticut State Historic Preservation Office have been implemented.

- 10. Quarterly Progress Reports:** Following Execution of this Contract, the Contractor shall provide quarterly progress reports (Appendix E) of project status to the Connecticut Recreational Trails Program (CRTP) Coordinator once every quarter during the time in which this Contract is in effect.

- 11. Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by DEEP, an extension of not more than one year from the contract end date may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request,

and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

12. Final Financial Report: Prior to final reimbursement, the Contractor shall submit to the Connecticut Recreational Trails Program, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements have been met and with supporting documentation sufficient to demonstrate eligible expenditures. A sample format is attached as Appendix F.