

LEGAL NOTICE
Town of Branford
Request for Proposals
Development of Coastal Resiliency Plans

The Town of Branford (the “Town”), intends to contract for the services of an experienced consulting firm to develop Community Coastal Resiliency Plans for Branford, Madison and Milford under a CDBG-DR grant. The towns seek a qualified firm to develop three COMMUNITY COASTAL RESILIENCY PLANS, as one project which will include an analysis of risk, cause & effect, cost-benefit assessments, short term & long term strategies and improvements to best serve the citizens of each of the three towns.

Firms interested in being considered for a contract to provide the required services should reply with a proposal no later than 11:30 AM local time on May 27, 2015. Proposals received after this deadline will not be considered.

As more particularly described in Section 4, Submittal Requirements, the proposal should include information regarding the firm’s history; education and experience of owners and key personnel; the technical expertise of the firm’s current staff; the firm’s experience in connection with the development of Coastal Resiliency Plans.

Firms desiring a Request for Proposals (RFP) package may obtain such documents from the Town of Branford website www.branford-ct.gov or from:

Town of Branford
Tyechia Pettway, Purchasing Clerk
P.O. Box 150
1019 Main Street
Branford, CT 06405

Responding firms will be evaluated based on their qualifications and proposal. The Town of Branford reserves the right to reject any and all proposals or any part thereof, or to waive defects in same, or to accept any proposal, or part thereof, deemed to be in the best interest of the Town of Branford.

1.0 BACKGROUND

The goal of this project is to facilitate the social, economic and ecological resilience of the Towns of Branford, Madison and Milford to the impacts of sea level rise and to anticipated increases in the frequency and severity of storm surge, coastal flooding and erosion.

To accomplish this goal, Branford, Madison and Milford have identified key strategies which include;

- Generating public awareness and understanding of coastal resilience issues and increasing support for Town action to address it;
- Assuring public safety;
- Identifying plans to compatibly protect, rehabilitate and/or relocate critical infrastructure;
- Amending Town coastal development policy to assure greater resilience of structures and natural resources;
- Focus on low to moderate income areas in each Town to develop a neighborhood supported conceptual design or resiliency solution for coastal adaptation;
- Adopting post-storm redevelopment which respects property rights and provides for greater coastal resilience; and
- Sustaining coastal habitats such as tidal marsh and barrier beaches through protection of adjoining upland areas and provision for the migration of these habitats.

2.0 SCOPE OF WORK

Develop three **COMMUNITY COASTAL RESILIENCE PLANS** that will include an analysis of risk, cause & effect, cost-benefit assessments and short term & long term strategies and improvements to best serve the citizens of each of the three towns.

1. The plans will take into account all available information from Federal, State, Regional and local sources and include current events such as Storm Sandy and future conditions of sea level and coastal storms, which may not be contained in previous studies.
2. The plans will outline the concepts, approaches and tools for building resilience and implementing specific adaptation actions to address topics such as protection from flooding, marsh and beach erosion, resource preservation, land use, etc. The plans should provide special focus on the assessment and advancement of advance natural/green infrastructure opportunities, including, but not limited to environmentally-friendly beach stabilization, restoring dunes and wetlands, oyster reef creation/enhancement, improving the hydrology of coastal areas, improving/removing infrastructure and/or assisting local planning for major storms and future conditions.

3. The plans will create well-informed and coordinated recommendations. The studies shall include contributions from residents and business owners as well as adjacent municipalities or regional entities. Various options ranging from building hardened or passive infrastructure to stepping back development from the shoreline and increasing residential densities elsewhere in lower-risk areas shall be considered.

3.0 TASKS FOR COMMUNITY COASTAL RESILIENCE PLAN PREPARATION FOR EACH TOWN

1. Review of Existing Programs, Plans, and Capabilities – Review the community’s Hazard Mitigation Plan, Plan of Conservation and Development, Zoning Regulations and municipal code of ordinances for pertinent information to inform the coastal resilience plan. The current Sandy recovery efforts will be reviewed.
2. The chosen consultant shall also work within the Regional Framework for the Coastal Resilience in Southern Connecticut that is currently being prepared jointly by the South Central Regional Council of Governments (SCRCOG) and the Greater Bridgeport Regional Planning Agency (GBRC). A copy of SCRCOGs/GBRCs recent RFP and Scope of Work has been provided as Appendix A to this document. The consultant will be required to meet with the SCRCOGs/GBRCs chosen consultant and shall coordinate the two plans as much as feasible to prevent overlap on data gathering and outputs.
3. Data Collection – When available, Town topographic maps for base mapping as well as GIS and orthophotos from the SCRCOG, LiDAR topographic data may be compiled from public sources to supplement the towns’ mapping. A GIS-based database of structures in the coastal flood zone and located in areas up to elevation 15 feet (NAVD) will be developed, representing a level that is three feet higher than the current typical FEMA base flood.
4. Vulnerability and Risk Assessment – Current vulnerabilities and risks will be described and quantified. Using sea level rise and future scenario viewer tools hosted by NOAA and The Nature Conservancy (TNC), future vulnerabilities and risks will be described and quantified. Independent sea level rise projections will not be developed for this planning project. TNC will conduct and contribute a coastal risk assessment analysis for future conditions (sea level rise and/or storm surge scenarios (Cat-2, Cat-3) via the Coastal Resilience Tool (www.coastalresilience.org). TNC will be working directly with the contractor for the regional plan to provide visuals and data to assist with the inventory and scoping of potential natural/green infrastructure projects within each of the municipalities and across the study area (Fairfield to Madison).
5. Review of Adaptation Options – Adaptation options considered throughout the United States will be reviewed and evaluated for appropriateness within the community. Adaptation measures will be grouped into categories for ease of presentation to the public and eventual implementation.

6. Public Information Meetings and Charrettes – Public meetings/charrettes will be facilitated, with presentations by the consultant, to inform the public and receive feedback throughout the planning process. Up to nine public meetings may be necessary (three in each town). The initial meeting will present the vulnerability and risk assessment, which may be coordinated with the regional planning process underway and The Nature Conservancy leading those meetings if possible. The second meeting will present adaptation options, and the third meeting will present the draft plan. The meetings will be announced in local and internet based newspapers, the City web site, and through mailings to neighborhood organizations.
 - a. Public Survey – One public survey in each community will be hosted on an appropriate internet-based platform to gather input to the coastal resiliency plan for each town. Paper copies of the survey will be provided at each community’s town hall and library.
 - b. Consultant shall meet with Town staff and identify public infrastructure along the coast that would benefit from inclusion in the study including, but not limited to:
 - i. Increasing resiliency at Water Pollution Control Facilities and collection systems, where appropriate;
 - ii. Identifying upland areas for package or community septic systems for non-sewer areas;
 - iii. Critical roadways vulnerable to flooding and damage from storms;
 - iv. Municipal buildings subject to flooding.
7. Selection of Sandy-Impacted Neighborhoods for Neighborhood Plans – Based on the participation of members of the public, impacts from Storm Sandy, the location of Low to Moderate Income populations and critical community facilities, and the results of the vulnerability and risk assessment, will be specifically mapped with data and recommendations made particular to this population as part of the study.
8. Preparation of Coastal Resilience Plan Document – A draft plan document (one for each town) will be prepared, summarizing the results of tasks 1.1 through 1.7. After public review of each draft plan and incorporation of edits, a final plan will be advanced for endorsement by each Town.
 - a. Prepare at least two alternative specific solutions at each of the various locations that will be highlighted in the study in addition to general recommendations.
 - b. Provide a graphic conceptual plan for each area with an estimate of costs and benefits derived from the alternative solutions.
 - c. Include plan for public infrastructure along the shore.
 - d. Identify private property concerns such as identifying areas that are particularly vulnerable or in need of protection or areas that are obstacles to public improvements.
 - e. Provide a short term and long term solution for each area as appropriate.

9. Implementation Plan and Process – Identify and describe a priority ranking of actions within the community, identify the appropriate municipal commission or agency to guide implementation, and identify funding sources for specific actions. Identify permits that would be required to implement actions. Describe current community-based organizations that are authorized to raise funds or acquire properties and easements, and describe steps for members of the public to partner with the city to apply for mitigation grants that may become available.
10. Conceptual Designs – For each of the three towns, preliminary conceptual designs for recovery and adaptation will be prepared in further detail than the plan recommendations in two areas identified by the Towns as the highest priorities. With additional input from the Towns and the neighborhoods, final conceptual designs will be prepared. These plans will be completed to a conceptual design stage that will allow future design services of a caliber necessary for construction. Preliminary cost estimates will be developed for each concept design.
11. Deliverables – 4 color copies of preliminary report and 10 color copies of final report for each town. A digital copy of all presentations & preliminary and final report. Copies of all models created in studying alternatives. Copies of all GIS shape files and databases developed for the report in ESRI format.

4.0 SUBMITTAL REQUIREMENTS

By submitting a response, respondents represent that they have thoroughly examined and became familiar with the scope of services outlined in this RFP and are capable of performing the work to achieve the objectives stated, including in compliance with the CDBG-DR grant agreement document included in Appendix B of this document.

Primary Project Responsibility

Respondents responding to this RFP must clearly explain and identify, in detail, which company will be the Prime Vendor. It must be clearly understood that only the Prime Vendor will enter into a contract with the Town of Branford, as the Town of Branford is administering the grant funds for the project, on behalf of Madison and Milford as well. All other parties will be considered sub-contractors to the Prime Vendor. Regardless of which Consultant performs the work, the Prime Vendor is ultimately responsible for the performance of all contract work. One point of contact will be identified for each town for the consultant to have as their primary contact for the project.

RFP Respondents are asked to organize their Proposals in the order requested, in accordance with the following format:

- 1. Letter of Introduction and Statement of Experience.** Provide a letter of introduction with a description of your firm and its individual personnel and experience developing Coastal Resiliency Plans and other similar plans. Specifically describe the projects you have completed. Please include a summary of references for similar projects completed by your firm for work proposed in response to this RFP. Include the name, address, contact name, title, phone number, email and website addresses of the prior clients for these reference projects.
- 2. Work Plan Process, Approach and Timetable.** Please provide a detailed description of the proposed Work Plan that the Respondent proposes to provide in response to the Consultant Tasks outlined in this RFP, including the Respondent's proposed methodology, process, and approach to the Scope of Service and a proposed sequence and timetable of the proposed Work Plan.

The tasks outlined in this RFP must be completed by May 31, 2016, or sooner. The Consultant will be responsible for any revisions to the work that may be required in order to successfully integrate it into the Regional Coastal Resiliency Plan.

- 3. Price Proposal and Estimated Costs.** This is a lump sum proposal. Please provide a detailed breakdown of the lump sum proposal to complete tasks within each of the project components. Please furnish all inclusive total costs, by task, for the proposed Work Plan including personnel costs (anticipated hours, hourly rate, and associated travel costs), materials, and any other requirements as may be necessary for the Respondent to complete the Work Plan that is proposed in response to the Scope of Service. The grant awarded to the three towns allows for a maximum of \$150,000 for the Consultant Tasks outlined in this RFP. The three towns reserve the right to modify the Respondent's proposed Work Plan. Negotiations shall be undertaken to potentially modify the lump sum proposal as appropriate.
- 4. Response Page.** Respondent must submit a filled-in and signed Response Page (See Attachment A) with its response to this RFP.
- 5. Non-Collusion Statement.** Respondent must submit a filled-in and signed Non-Collusion Statement (See Attachment B) with its response to this RFP.

Responses should be sealed and must be received no later than May 27, 2015, 11:30 AM. E.T. Responses should be delivered to the Town of Branford Purchasing Agent 1019 Main Street, P.O. Box 150, Branford, CT, 06405. **Any responses received after this date and time will not be considered.**

All submissions should be clearly marked "*Coastal Resiliency Plan – RFP*" **You must include four (4) copies of your proposal along with one digital copy.** The towns will only accept submittals for all parts of the project. No partial submittals will be accepted.

QUESTIONS

Questions regarding this RFP should be directed to the Town of Branford at the following e-mail address: jplaziak@branford-ct.gov

However, **no oral interpretations shall be made to** any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded to receive consideration. Such questions must be received by May 13, 2015 at 2:00 p.m. E.T.

Town of Branford staff will arrange as addenda all questions received as above provided and the answers regarding each. The addenda shall be made a part of this Request for Proposals (RFP). At least seven (7) days prior to the receipt of proposals, Town of Branford staff will post a copy of any such addenda to Town of Branford's website, located at www.branford-ct.gov

It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from Town of Branford's website.

ATTACHMENT A

RESPONSE PAGE

**Request for Proposals
Development of Coastal Resiliency Plans**

Date Advertised: May 5, 2015

Date / Time Proposals Due: May 27, 2015 by 11:30 AM

Type or Print Name of Officer

Name of Firm

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Authorized Officer/Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address / Website

SS# or TIN#

ATTACHMENT B

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____ ,
the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all
pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees
or parties in interest, including this affiant, has in any way colluded, conspired, connived, or
agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham
Bid in connection with the Contract for which the attached Bid has been submitted or to refrain
from bidding in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Bidder, firm or
person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit
or cost element of the bid price or the bid price of any other Bidder or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any
person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy,
connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____ , 20 _____ .

Notary Public: _____

My Commission expires _____ , 20 _____ .

TOWN OF BRANFORD
OFFICE OF THE TREASUER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

General Requirements for Bidding
And
Instructions to Bidders

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

SECTION I - General Terms and Conditions

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable **Not applicable for this proposal**

Price quoted must be valid for **0** days. Delivery and installation completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond **Not required for this proposal**

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance Bond **Not required for this proposal**

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each respondent shall return four (4) copies of the proposal sheet entitled "Proposal". Each proposal must be signed by an authorized agent of the respondent.
2. Each respondent must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. This form must accompany all proposals being submitted.
3. Each respondent must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified

hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

SECTION II - Insurance Requirements

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	-Include Waiver of Subrogation	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy.

Hold Harmless Requirements

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor’s work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

APPENDIX A

SCROG RFP AND SCOPE OF WORK



SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

Planning for Our Region's Future

Bethany Branford East Haven Guilford Hamden Madison Meriden Milford
New Haven North Branford North Haven Orange Wallingford West Haven Woodbridge

Carl J. Amento, Executive Director

REQUEST FOR PROPOSALS (RFP)

Regional Framework for Coastal Resilience in Southern Connecticut

Issue Date:	January 26, 2015
Response Date/Time:	February 24, 2015 @ 12:00 PM E.T.
Issuing Organization:	South Central Regional Council of Governments
Response Location:	127 Washington Avenue, 4th Floor West North Haven, CT 06473

127 Washington Avenue, 4th Floor West, North Haven, CT 06473

www.scrcog.org T (203) 234-7555 F (203) 234-9850 camento@scrcog.org

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REQUEST FOR PROPOSALS (RFP)
REGIONAL FRAMEWORK FOR COASTAL RESILIENCE
IN SOUTHERN CONNECTICUT

I. INTRODUCTION

Intent

The South Central Regional Council of Governments (SCRCOG) seeks a Multi-Disciplinary Consultant (Consultant), specifically with expertise in Environmental/Coastal Engineering Design and Planning and Landscape Architecture, Geospatial Analysis, and Ecological Restoration. The Consultant will be responsible for (1) conducting a comprehensive natural/green infrastructure assessment for the entire coastline of Greater Bridgeport and Greater New Haven (Fairfield to Madison, Connecticut) and (2) scoping and designing of the highest priority natural/green infrastructure projects to reduce risk and improve resilience in coastal municipalities within Greater New Haven and Greater Bridgeport.

II. BACKGROUND

Issuing Organization

The South Central Regional Council of Governments was established under the Connecticut General Statutes as a voluntary association of municipal governments serving the City of New Haven and 14 surrounding urban, suburban and rural municipalities in South Central Connecticut. The 15 member municipalities within the region are: Bethany, Branford, East Haven, Guilford, Hamden, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Orange, Wallingford, West Haven and Woodbridge.

The primary focus of SCRCOG is to coordinate planning on a regional basis, while fostering communication and collaboration among its member municipalities in identifying and addressing regional issues. SCRCOG is dedicated to expanding the concept of voluntary cooperation among its member municipalities as the means to successfully respond to many of the Region's pressing governmental and public challenges.

Program Description

The South Central Regional Council of Governments (SCRCOG) has partnered with the Greater Bridgeport Regional Council (GBRC) and The Nature Conservancy (TNC) (Project Team) to develop a Regional Framework for Coastal Resiliency in Southern Connecticut (Regional Coastal Resiliency Plan). The project is made possible by a Hurricane Sandy Coastal Resiliency Grant from the Department of the Interior administered by the National Fish and Wildlife Foundation. Through this collaboration, there will be an assessment and advancement of opportunities to reduce risk from large-scale storm events by utilizing natural/green infrastructure and increase the viability and resiliency of natural ecosystems across the Project Area (Fairfield to Madison, Connecticut). The Regional Coastal Resiliency Plan will identify, assess and advance natural/green infrastructure opportunities, including, but not limited to environmentally-friendly beach stabilization, restoring dunes and wetlands, oyster reef creation/enhancement, improving the hydrology of coastal areas, improving/removing infrastructure, living shoreline techniques per Connecticut General Statute (CGS) 22a-92(e) and/or assisting local planning for major storms and future conditions.

The overall project consists of the following four components:

1. Regional Natural/Green Infrastructure Assessment
2. Community Resiliency Engagement
3. Highest Priority Project Design
4. Regional Coastal Resiliency Plan

This RFP is applicable to Component #1 – Natural/Green Infrastructure Assessment and Component # 3 – Highest Priority Project Design.

Prior to commencing work on Component #3 by the Contractor, the information derived from Component #2 (to be provided to Consultant by Project Team) must be incorporated into the Regional Natural/Green Infrastructure Assessment as part of Component #1 as well as Component #3.

Additionally, the municipalities of Branford, Madison, Milford and Stratford (within the Project Area) will be developing Coastal Resilience Plans within the timeframe of this RFP. The Consultant will work with the Project Team to coordinate the tasks outlined in this RFP with the development of these local Coastal Resilience Plans.

III. SCOPE OF SERVICE

Geographic Context

The project will encompass the central coast of Connecticut (approximately 30% of the state’s coastline) from the Town of Fairfield to the Town of Madison. This Project Area is comprised of ten coastal municipalities serviced by two Regional Planning Organizations (RPOs, South Central Regional Council of Governments and Greater Bridgeport Regional Council) with a combined population of 591,000 people (16% of Connecticut’s population) including the first and second most populous cities in Connecticut – Bridgeport and New Haven.

This project will benefit property owners, as well as community organizations, natural resource managers, businesses, and decision-makers in the 10 coastal municipalities (from west to east) of Fairfield, Bridgeport, Stratford, Milford, West Haven, New Haven, East Haven, Branford, Guilford and Madison, two RPOs, and state and federal agencies.

Consultant Tasks

The Consultant will be responsible for conducting a natural/green infrastructure assessment for the ten municipalities (listed west to east):

Fairfield	New Haven
Bridgeport	East Haven
Stratford	Branford
Milford	Guilford
West Haven	Madison

This assessment will identify and categorize the type and feasibility of resiliency project opportunities across the Project Area that utilize natural/green infrastructure and/or a combination of green and hardened infrastructure (hybrid approaches), including living shoreline techniques to protect investments and development along the coastline and that sustain natural ecosystems in the short and long term. This natural/green infrastructure assessment is intended to both catalogue project opportunities and serve to inform future management, policies and practices within and across the ten municipalities and the region as part of the first Regional Coastal Resiliency Plan in Connecticut.

Project Component # 1 Tasks and Deliverables: Natural/Green Infrastructure Assessment

1. Initial Inventory of Coastal and Riverine Projects and Plans within Project Area
 - a. This task includes projects/plans from the past ten years (“historical”), as well as existing and proposed projects/plans.
 - i. Municipal, Non-Governmental Organizations (NGO), academic research, regional, state, and federal projects/plans that have a focus on coastal and riverine ecosystems.
 - ii. Municipal, NGO, academic research, regional, state, and federal projects/plans that have utilized natural/green infrastructure and/or a combination of green and hardened infrastructure approaches.
2. Opportunity Assessment of Coastal and Riverine Projects within Project Area
 - a. Using the initial inventory derived from Task (1), the Consultant will develop a more comprehensive assessment of potential opportunities for natural/green infrastructure projects.
3. Field/On-Site Assessments within Project Area
 - a. Using the outcomes of Task (1) and (2), the Consultant will conduct on-site assessments of locations that represent opportunities for natural/green infrastructure projects.
 - i. Initial site visits will be conducted in coordination with the Project Team and municipal representatives for each of the ten municipalities.
 - ii. On-site assessments should capture the necessary information to scope and determine feasibility of potential projects identified in Task (1) and (2).
4. Data Development within Project Area
 - a. The Consultant will develop detailed geospatial data sets depicting the location of historical, present, planned, and potential projects.
 - b. The Consultant will integrate project scope and feasibility information gathered during Task (3) into the geospatial data sets.
 - c. The Consultant will also capture and integrate existing geospatial data layers.
 - d. The Consultant will work with TNC to integrate the coastal risk analysis from future storm surge and sea level rise conditions.
5. Regional Natural/Green Infrastructure Assessment within Project Area
 - a. The Consultant will develop and submit a final written assessment report that, at a minimum,

- i. Presents the potential project identification and assessments (Task (1) through (3)).
 - ii. Categorizes potential projects based on feasibility, benefits, and types of risk reduction and resiliency initiatives/strategies.
 - iii. Provide risk reduction and resilience measures/metrics for potential projects.
- b. Using the data developed in Task (4) the Consultant will create a web-based, interactive mapping platform as well as static map products to highlight potential project summaries in Task (5a).
- c. The Consultant will incorporate the information completed in Component #2 (Community Resiliency Engagement) and provided to the Consultant by the Project Team.

Project Component # 3 Tasks and Deliverables: Highest Priority Project Design

- 1. Scope and design of highest priority natural/green infrastructure projects to reduce risk and improve resilience within the Project Area. These highest priority natural/green infrastructure projects will be defined by the Project Team (Component #2).
 - a. Develop design plans for highest priority projects:
 - i. Subsequent to the assessment, the Project Team will determine, in accord with the Consultant, how many of the projects will be advanced to preliminary, semi-final, and/or final design.
 - ii. At SCRCOG’s option, the Consultant may be required to produce detailed estimates of the costs involved in advancing each high priority project to the desired stage of completion (prior to commencing the work in (1.a.i) above.
 - iii. The Consultant will provide summary and detailed reports with narrative, budget, and design figures/maps for each of the high priority projects advanced for this Task for Component #3.

Coordination with Development of Local Coastal Resilience Plans

The Project Team will maintain open communications with the four municipalities that are developing local coastal resiliency plans (Stratford, Milford, Branford, and Madison) and communicate with the Consultant in an effort to minimize the duplication of efforts and maximize outcomes.

Project Management and Stakeholder Meetings

The Consultant will be required to meet with the Project Team a minimum of eight times and participate in quarterly meetings with the project’s stakeholders, which will include (but not be limited to) municipal staff, state staff, and local and state conservation organizations active within the Project Area.

As part of the tasks outlined in Component #1 and Component #3, the Consultant will have a least one meeting and on-site visit with each of the ten participating municipalities.

IV. PREPARING AND SUBMITTING A RESPONSE

By submitting a response, respondents represent that they have thoroughly examined and become familiar with the scope of services outlined in this RFP and are capable of performing the work to achieve the objectives stated.

Primary Project Responsibility

Respondents responding to this RFP must clearly explain and identify, in detail, which company will be the Prime Vendor. It must be clearly understood that only the Prime Vendor will enter into a contract with SCRCOG. All other parties will be considered sub-contractors to the Prime Vendor. Regardless of which Consultant performs the work, the Prime Vendor is ultimately responsible for the performance of all contract work.

Critical Dates

Questions Deadline: February 11, 2015 at 12:00 p.m. E.T.

Response to Questions Deadline: February 18, 2015 at 12:00 p.m. E.T

Proposal Deadline: February 24, 2015 at 12:00 p.m. E.T.

Completeness and Format of Proposal

RFP Respondents are asked to organize their Proposals in the order requested, in accordance with the following format:

1. **Letter of Introduction and Statement of Experience.** Provide a letter of introduction with a brief description of your firm and its individual personnel. Specifically, include in such letter a description of the relevant experience of your firm as a whole and/or for the individual personnel of your firm. Please include in the letter a summary of the work proposed in response to this RFP, and the company name, address, contact name, title, phone number, fax number, email and website addresses of the Respondent.
5. **Work Plan Process, Approach and Timetable.** Please provide a detailed description of the proposed Work Plan that the Respondent proposes to provide in response to the Consultant Tasks outlined in this RFP, including the Respondent's proposed methodology, process, and approach to the Scope of Service and a proposed sequence and timetable of the proposed Work Plan.

The tasks outlined in this RFP must be completed by July 31, 2016. The Consultant will be responsible for any revisions to the work that may be required in order to successfully integrate it into the Regional Coastal Resiliency Plan. Therefore, the contract between SCRCOG and the successful Respondent will have an end date of October 31, 2016.

2. **Price Proposal and Estimated Costs.** This is a lump sum proposal. Please provide a detailed breakdown of the lump sum proposal to complete tasks within each of the project components. Please furnish all inclusive total costs, by task, for the proposed Work Plan

including personnel costs (anticipated hours, hourly rate, and associated travel costs), materials, and any other requirements as may be necessary for the Respondent to complete the Work Plan that is proposed in response to the Scope of Service. The grant awarded to SCRCOG allows for a maximum of \$286,615 for the Consultant Tasks outlined in this RFP. SCRCOG reserves the right to modify the Respondent's proposed Work Plan. Negotiations shall be undertaken to potentially modify the lump sum proposal as appropriate.

3. **Response Page.** Respondent must submit a filled-in and signed Response Page (See ATTACHMENT A) with its response to this RFP.
4. **Non-Collusion Statement.** Respondent must submit a filled-in and signed Non-Collusion Statement (See ATTACHMENT B) with its response to this RFP.

Responses should be sealed and must be received no later than February 24, 2015 at 12:00 p.m. E.T Responses should be delivered to the South Central Regional Council of Governments, located at 127 Washington Avenue, 4th Floor West, North Haven, CT 06473. **Any responses received after this date and time will not be considered.**

All submissions should be clearly marked "*Regional Framework for Coastal Resilience – RFP*" **You must include seven (7) copies of your proposal along with a digital copy.** SCRCOG will only accept submittals for all parts of the project. No partial submittals will be accepted.

Questions

Questions regarding this RFP should be directed to Eugene Livshits, Regional Planner, at the addresses below or via E-mail: elivshits@scrcog.org

South Central Regional Council of Governments
127 Washington Avenue, 4th Floor West
North Haven, CT 06473

However, **no oral interpretations shall be made to** any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (203) 234-9850 or e-mailed to elivshits@scrcog.org.** To receive consideration, such questions must be received by February 11, 2015 at 12:00 p.m. E.T.

SCRCOG staff will arrange as addenda all questions received as above provided and the decisions regarding each. The addenda shall be made a part of this Request for Proposals (RFP). At least seven (7) days prior to the receipt of proposals (See "Critical Dates" above), SCRCOG staff will post a copy of any such addenda to SCRCOG's website, located at www.scrcog.org. **It shall be the responsibility of each RFP Respondent to determine whether any addenda have been issued and if so, to download copies directly from SCRCOG's website.**

V. TERMS AND CONDITIONS

Grant Funding

Any contract resulting from this RFP will be funded by a Hurricane Sandy Coastal Resiliency Grant from the Department of the Interior (DOI), administered by the National Fish and Wildlife Foundation (NFWF). All work is contingent on continued and adequate funding from NFWF.

Freedom of Information

Respondents are advised that any and all materials submitted in response to this RFP shall become the sole property of the South Central Regional Council of Governments and may be subject to the provisions of Section 1-210 of the Connecticut General Statutes (re: Freedom of Information).

Incurred Costs

This RFP does not commit SCRCOG to award a contract or to pay any costs incurred in the preparation of a response to this RFP. SCRCOG will not be liable in any way for any costs incurred by Respondents in replying to this RFP.

Severability

If any terms or provisions of this RFP shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Oral Presentation

Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a panel selected by the Executive Director of SCRCOG. Such a presentation would provide an opportunity for the Respondent to clarify or elaborate upon its proposal. These are fact-finding and explanation sessions only and do not include negotiation. SCRCOG will schedule the time and location of such presentations. Oral presentations are at the option of SCRCOG and may or may not be conducted.

Subcontracting

The successful Respondent may utilize the services of subcontractors on portions of the work. However, the successful Respondent shall not award any portion of the work to a subcontractor without SCRCOG's **prior written approval**. The decision whether or not to accept any and all proposed subcontractors shall reside solely with SCRCOG, and SCRCOG's decision shall be final. The successful Respondent shall be fully responsible to SCRCOG for the performance, finished products, acts, and omissions of its approved subcontractors and persons directly or indirectly engaged, contracted or employed by the Respondent.

Ownership

SCRCOG shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the Consultant under any contract resulting from this RFP. All data collected and other documentation produced as part of the contract will become the exclusive property of SCRCOG and may not be copied or removed by the Consultant or any employee of the Consultant without written permission from SCRCOG.

Assigning/Transferring of Agreement

Any successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting contract or its rights, title, or interest therein or its power to execute such a contract with SCRCOG to any other person, company or corporation without prior consent and approval in writing from SCRCOG.

Acceptance or Rejection by SCRCOG

SCRCOG reserves the right to accept and or reject any or all proposals submitted for consideration. Respondents whose proposals are not accepted shall be notified.

Amending or Canceling Request

SCRCOG reserves the right to amend or cancel this RFP, prior to the due date and time, if it is deemed to be in its best interest to do so.

VI. EVALUATION AND AWARD

Proposals shall be evaluated by SCRCOG after the Proposal Deadline (see “Critical Dates” above). Proposals will be received until February 24, 2015 at 12:00 p.m. E.T and will be publically opened on February 24, 2015 at 12:15 p.m. E.T.

Selection shall be made of one Respondent deemed to be fully qualified and best suited among those submitting Proposals for the Scope of Services and in the format requested in this RFP.

SCRCOG shall determine in its sole discretion which Respondent is fully qualified, or that one Respondent is more highly qualified than the others under consideration, and a contract may be negotiated and awarded to that Respondent. The award document will be a contract incorporating by reference substantially all the requirements, terms and conditions of this RFP and the Respondent’s Proposal as negotiated with SCRCOG.

The responses to this RFP will be reviewed by a selection committee as determined at the sole discretion of SCRCOG’s Executive Director. The selection committee will evaluate the responses based on the following criteria:

Qualifications

Professional expertise of team, in terms of knowledge of government operations and understanding of work to be performed.

Experience

The firm’s or individual’s relevant experience.

Approach

Thoroughness, creativity and clarity of the tasks described in the Proposal and particularly in the proposed Work Plan.

ATTACHMENT A

SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

RESPONSE PAGE

**South Central Regional Council of Governments
REQUEST FOR PROPOSALS**

DATE ADVERTISED:
January 26, 2015

DATE / TIME DUE: February 24, 2015
By 12:00 p.m. ET

NAME OF PROPOSAL:

**Regional Framework for Coastal Resilience in Southern
Connecticut**

Type or Print Name of Officer

Name of Firm

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Authorized Officer or Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number / Fax Number

E-mail Address/Website

SS # or TIN#

ATTACHMENT B

SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

NON-COLLUSION STATEMENT

The individual/firm responding to this Request for Proposals certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this response must be signed by an individual or the authorized agent of our firm to constitute a valid statement.

Date: _____

Name of Individual: _____

Doing Business as (Trade Name): _____

Name of Firm: _____

Name and Title of Authorized Officer: _____

By (Signature): _____

Address: _____

Telephone Number: _____



SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

Planning for Our Region's Future

Bethany Branford East Haven Guilford Hamden Madison Meriden Milford
New Haven North Branford North Haven Orange Wallingford West Haven Woodbridge

Carl J. Amento, Executive Director

**Responses to Questions regarding
Regional Framework for Coastal Resilience in Southern Connecticut RFP**

February 17, 2015

Questions were answered in the order received.

1. Where are Attachments A and B (as referred to on page 8 of the RFP)?

Attachments A and B are the last two pages in the RFP document that is posted on the SCRCOG website.

2. Is there an existing coastal inventory geodatabase developed that will be extended with the proposed infrastructure assessment or would a new geodatabase be expected as a deliverable?

A new geodatabase is expected as a final deliverable per Project Component #1 (Task #4 & Task #5.b).

3. Will any new coastal modeling or analysis of storm surge and sea level rise be required or is existing hazard and risk information expected to be leveraged?

Existing hazard and risk information concerning storm surge and sea level rise will be expected to be leveraged (Project Component #1 – Task #4.d).

4. Who will maintain the web-based interactive mapping platform?

The Consultant will be responsible for the development of a scalable ESRI geodatabase. The Consultant will not be responsible for post-contract maintenance of the ESRI geodatabase.

5. Does SCRCOG have an existing web-based mapping portal? Do any of the communities have one?

SCRCOG, GBRC, and TNC have existing web-based mapping portals. All of the coastal communities, except East Haven and New Haven have web-based mapping portals.

6. Where will the eight (8) PM meetings and four (4) quarterly meetings be held?

The eight Project Management meetings and four quarterly meetings will be held at the SCRCOG Offices (127 Washington Avenue, North Haven, CT).

7. Is it possible that more than one round of meetings with each of the ten (10) municipalities be required?

Per the Request for Proposals, one meeting with each of the ten municipalities is required. Additional follow-up with the municipalities will be possible during the site visits and quarterly stakeholder meetings.

8. For Project Component # 3 Tasks and Deliverables: Highest Priority Project Design how many projects should the Consultant assume will be advanced to preliminary, semi-final, and/or final design?

The Consultant should allocate at least \$175,000 for the engineering design of projects that will be completed as part of Project Component #3. A minimum of three projects will be advanced to a design phase. The potential design phases are preliminary (30%), semi-final (60%), and final design (90%+). The total number of projects that will be advanced to preliminary, semi-final, and/or final design will be determined after the completion of Project Component #1 and Project Component #2. The Project Team will work with the Consultant to determine the number of projects that will be addressed in Project Component #3,. Once the number of projects is negotiated, The Project Team will work with the consultant to determine the level of effort required.

9. Does the preliminary, semi-final, and/or final design include construction plans and specifications for the projects?

The preliminary, semi-final, and/or final design of projects will include construction plans and specifications for the projects, as appropriate.

10. Is there additional funding available for the preliminary, semi-final, and/or final designs or is that to be covered in the \$286,615 allotted for the Consultant Tasks?

There is no additional funding available for Project Component #3.

11. Will the Consultant be assisting SCRCOG with permitting any of the projects being advanced to preliminary, semi-final, and/or final designs?

The Consultant will not be required to obtain permits, but will be required to complete an evaluation of applicable permits (numbers, types, review agencies, etc.) for each of the projects advanced to preliminary, semi-final, and/or final design.

12. Can you provide a copy of the proposed terms and conditions of engagement?

See pages 9 and 10 of the Request for Proposals.

- 13. The RFP makes reference to the pending coastal resilience planning efforts for Madison, Branford, and Milford (one combined grant) and Stratford (a separate grant). Is SCRCOG amenable to a consultant working on one or both of those contracts while also working on the proposed “Regional Framework for Coastal Resilience” contract (if selected)?**

SCRCOG would not be opposed to a consultant working on the municipal projects while working on this regional project (if selected).

- 14. What agencies will make up the selection committee beyond SCRCOG and GBRC?**

The selection committee will be comprised of the Project Team as defined in this RFP.

- 15. What role will the municipalities play during this project?**

Representatives from the ten municipalities identified in the RFP will be involved in an advisory role throughout the project and will provide assistance when appropriate.

- 16. What role will other agencies have such as Save the Sound, OLISP, CIRCA, etc..?**

The overall project has a stakeholder group which will include, as stated in the RFP, “municipal staff, state staff, and local and state conservation organizations active within the Project Area”.

- 17. Is there a public engagement element needed for this project such as public meetings?**

Community engagement utilizing the deliverables provided by the Contractor per Project Component #1 will be handled by the Project Team during Project Component #2. The Contractor will not be conducting “public meetings”.

- 18. Since a lump sum proposal needs to be submitted and the actual extent of scope for Task 3 will be determined with the Project Team after Task 1 is completed, how much of the \$286,615 budget should be set aside for Task 3?**

Please see response to Question 8.

- 19. Will Task 4.d incorporate the TNC sea level rise model? Does the project proponents see the need for any dynamic modeling?**

As stated in the RFP, the “Contractor will work with TNC to integrate the coastal risk analysis from future storm surge and sea level rise conditions”. “Dynamic modeling” is not a requirement in this RFP.

- 20. Will Task 3 include permitting, preparation of construction level drawings, and bidding of proposed projects?**

Please see response to Question 9 and Question 11. Bidding of proposed projects is not required.

21. **What do you envision for a schedule for Task 1 in order to allow Task 2 to be completed and leave time for Task 3?**

Project Component #1 is expected to take approximately ten months to complete. It is the Consultant's responsibility to propose a schedule for the tasks within the Project Component #1.

22. **Do you have a work plan for Task 2 that describes deliverables and schedules such that Task 1 can be coordinated with that task?**

Project Component #2 is dependent on the completion of Project Component #1 as described in this RFP.

23. **On pg 6 of the RFP, it states: "subsequent to the assessment, the Project Team will determine, in accord with the Consultant, how many of the projects will be advanced to preliminary, semi-final, and/or final design." As the number and type of project designs will impact the cost, could SCRCOG provide additional details on how many (or a range) projects they anticipate will be advanced to preliminary, semi-final, and/or final design?**

Please see response to Question 8.

24. **On pg 6 of the RFP, it states: "The Consultant will provide summary and detailed reports with narrative, budget, and design figures/maps for each of the high priority projects advanced for this Task for SCRCOG #3." As the number and type of high priority projects will impact the cost, could SCRCOG provide additional details on how many (or a range) projects they anticipate will require detailed reports?**

Please see response to Question 8.

25. **On pg 6 of the RFP, it states: "Using the data developed in Task (4) the Consultant will create a web-based, interactive mapping platform as well as static map products to highlight potential project summaries in Task (5a). Could SCRCOG clarify the following: What do you mean by static map products?"**

In addition, to the creation and populating of a scalable ESRI geodatabase, the Contractor will generate static map products or hard copies of project specific maps for planning and reporting purposes.

26. **Does SCRCOG have ESRI licenses/environment? Do you have any technology preferences, requirements, and limitations for the platform?**

SCRCOG has ESRI licenses. The Consultant is expected to develop a scalable ESRI geodatabase.

- a. **Will the platform be used for viewing data or for editing/updating data as well as viewing?**

The ESRI geodatabase will be incorporated into the existing SCRCOG, GBRC, and TNC web-based mapping portals.

- b. **Do you envision this platform integrating with any other applications?**

Please see response to Question 26a.

- c. **Will the platform be publically accessible?**

The information contained within the ESRI geodatabase will be publically accessible.

- d. **Do you envision the platform including data beyond what is created for Task 4 – either initially or over time?**

It is not anticipated that the ESRI geodatabase will include data beyond that which is created as part of Project Component #1, Task 4.

- e. **Do you have any existing GIS applications that would host this data and provide it via web services or would that be part of this platform?**

The Consultant will not be responsible for hosting the ESRI geodatabase.

- f. **Does the platform need to display non GIS data – ex. the feasibility information or coastal risk analysis that are part of Task 4?**

Yes, the ESRI geodatabase will need to include non-GIS data.

- g. **Will SCRCOG host this platform or will they need hosting services?**

The Consultant will not be required to provide hosting services.

27. **Does SCRCOG have LIDAR data available for this project? If not, does SCRCOG envision the consultant using publically available LiDAR data or purchasing that data?**

The Consultant will be expected to utilize the available LiDAR derived digital elevation models for the Project Area.

28. **On pg 7, Format of the Proposal - Is it correct to assume that “Work Plan Process...” should be number 2, as opposed to number 5? Could SCRCOG confirm the order of the proposal contents?**

The order of proposal contents should be as follows:

1. *Letter of Introduction and Statement of Experience*
2. *Work Plan Process, Approach, and Timetable*
3. *Price Proposal and Estimated Costs*
4. *Response Page*
5. *Non-Collusion Statement*

29. **Are there any restrictions on including additional attachments to the proposal, such as resumes and past experience?**

There are no restrictions on including additional attachments to the proposal, such as resumes and past experiences.

30. **Does SCRCOG envision that the consultant will provide refreshments, such as coffee/snacks for the 10 public meetings as ODC support?**

The Consultant will not be required to provide refreshments for meetings.

31. **How many projects should the Consultant plan on designing? Could the Project Team provide more information on the type of design expected for each project? Is conceptual/plan level design sufficient or should the consultant plan on providing engineering design?**

Please see response to Question 8.

32. **What scale of projects should the Consultant plan on designing?**

Please see response to Question 8.

33. **What is the involvement of the State of Connecticut in the project? Is there a point of contact at the State?**

The overall project has a stakeholder group which will include, as stated in the RFP, “municipal staff, state staff, and local and state conservation organizations active within the Project Area”.

34. **When are the Coastal Resiliency Plans in Branford, Madison, Milford and Stratford scheduled to be completed?**

It is anticipated that the coastal resiliency plans in the four municipalities will have a similar timeline as the regional assessment.

35. **Have consultants been retained to complete these four coastal resiliency plans? If so, who are the consultants currently retained by these four municipalities to complete the Coastal Resiliency Plans?**

To SCRCOG’s knowledge, Consultants have not been retained to complete the four municipal coastal resiliency plans at this time.

36. **What level of participation/interaction is the Project Team anticipating with the resiliency plans?**

As stated on page 6 of the RFP, “the Project Team will maintain open communications with the four municipalities that are developing local coastal resiliency plans (Stratford, Milford, Branford, and Madison) and communicate with the Consultant in an effort to minimize the duplication of efforts and maximize outcomes.”

37. **Does the Project Team also have responsibility for funding, managing and coordinating with the municipalities on the four Coastal Resiliency Plans?**

The municipal coastal resiliency plans are not being funded by the Project Team and are being managed by the municipalities.

38. **Section "Project Management and Stakeholder Meetings" on page 6 of the RFP states that the Consultant is required to attend quarterly meetings. Is the Consultant required to hold quarterly meetings at each of the 10 municipalities?**

Please see response to Question 5 and Question 6.

39. **Will the eight meetings with the Project Team be held at the SCRCOG offices?**

Please see response to Question 6.

40. **For the jurisdiction meetings and on-site visits for each municipality, does the Project Team anticipate the two activities to be held the same day? Or, is the meeting early on in the project to identify possible projects and then the on-site visit later in the process to gather additional data. Does the on-site visit include more than one site?**

The meetings with each municipality will occur early on in the project to identify possible projects. The on-site visit will occur later in the process and, depending on the feedback received during the municipal meeting, may include more than one location.

41. **Will SCRCOG coordinate the logistics for each meeting?**

The Project Team will coordinate the logistics for each meeting.

42. **For Component #1, will the inventory include projects on private property?**

It is anticipated that some of the projects will be on private property. It is will be the responsibility of the municipalities, SCRCOG, and/or GBRC to acquire the necessary permissions.

43. **What is the anticipated completion date of Component #2: Community Resiliency Engagement?**

The anticipated completion date of Project Component #2 is six months after the completion of Project Component #1.

44. **Is there a framework or approach for Component #2: Community Resiliency Engagement that may be shared prior to the application deadline of Feb 24th?**

Project Component #2 is currently being developed and will be available to the Consultant during Project Component #1.

45. **Please provide clarity on the types of existing geospatial data layers intended to be captured and integrated in Project Component #1: Tasks and Deliverables, point 4. C.**

The Project Team will work with the Consultant to determine the geospatial data layers to be captured and integrated into Project Component #1.

46. **On what server will the web-based, interactive mapping platform be housed, as described in Project Component #1: Tasks and Deliverables, point 5. B.?**

Please see response to Question 26g.

47. **How many highest priority natural/green infrastructure projects do you anticipate developing?**

Please see response to Question 8.

48. **Please provide clarity on Component #3, 1.a.i: will some high priority projects only be advanced to a preliminary design while others are advanced to a final design?**

Please see response to Question 8.

49. **For Component #3, is there a maximum number of projects that will be advanced?**

Please see response to Question 8.

50. **Are we supposed to identify Regional Natural/Green Infrastructure projects that have already been proposed within project areas or are we supposed to recommend new GI projects?**

As stated in the RFP (Project Component #1 – Task 1.a), the Contractor will gather all information on “projects/plans from the past ten years (“historical”), as well as existing and proposed projects/plans”. New Natural/Green Infrastructure projects may be identified as part of Project Component #1 – Task 2.a.

51. **Can you clarify how many projects we would be proposing as part of the highest priority natural/green infrastructure projects?**

Please see response to Question 8.

52. **Can you elaborate on the timing of Tasks 1 and 3 in relation to Task 2? How are you envisioning the timing of these working together? Can you elaborate on the role that the selected team might have in interfacing with SCRCOG during Task 2?**

Please see response to Question 21. The Consultant may be asked to attend the Public Meetings that will occur during Project Component #2.

53. Can you elaborate on how in depth the cost estimates and budget for the high priority design projects should be?

Cost estimates will be commensurate with the level of design for each of the projects (preliminary, semi-final, or final design). Please see response to Question 8.

54. Will the Consultant be expected to create and host a website for the interactive mapping or will this interactive mapping platform be hosted by SCRCOG?

Please see response to Question 26g.

55. Can you provide guidance regarding how many projects SCRCOG expects to advance for design?

Please see response to Question 8.

56. Can you clarify what is meant by “final design”? Would this require construction ready plans, stamped by a PE?

Please see response to Question 8.

APPENDIX B

TOWN OF BRANFORD

**CDGB-R GRANT AGREEMENT AND
APPLICATION PROJECT SCOPE**



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

December 17, 2014

James B. Cosgrove
First Selectman
Town of Branford
1019 Main Street, P.O. Box 150
Branford, CT 06405

Dear First Selectman Cosgrove:

Enclosed are two copies of the fully executed Planning Assistance Agreement for your record. One copy is kept on file at the DOH Office.

Good Wishes with your project!

Please feel free to contact me with any questions.

Cordially,

Elizabeth B. Swenson
Economic and Community Development Agent
CDBG-DR Hurricane Sandy Recovery
Phone: 860-270-8054
Email: Elizabeth.swenson@ct.gov

RECEIVED

DEC 22 2014

SELECTMAN'S OFFICE
BRANFORD, CONN.

**PLANNING ASSISTANCE AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND
THE TOWN OF BRANFORD
UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY PROGRAM**

This Assistance Agreement (the "**Agreement**") is entered into by and between the **State of Connecticut**, hereinafter referred to as the "**State**", acting herein by Evonne M. Klein, its Commissioner of Housing ("**Commissioner**"), pursuant to section 8-206 of the Connecticut General Statutes ("**CGS**"), Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301, et seq., as amended, 24 CFR Part 570 of the regulations of the United States Department of Housing and Urban Development, and the **Town of Branford**, a political subdivision of the State, hereinafter referred to as the "**Municipality**", acting herein by James B. Cosgrove its First Selectman, duly authorized.

WITNESSETH THAT:

WHEREAS, the State has applied for and received from the Secretary (the "**Secretary**") of the United States Department of Housing and Urban Development ("**HUD**") Community Development Block Grant-Disaster Recovery ("**CDBG-DR**") funds pursuant to The Disaster Relief Appropriations Act, 2013 (Pub. L.113-2) as amended, and administered by the State, Department of Housing ("**DOH**");

WHEREAS, the Municipality has submitted to the State a Planning application ("**Application**") for a grant to implement and carry out an eligible activity under the Community Development Block Grant - Disaster Recovery (CDBG-DR) commonly referred to as the Community Coastal Resilience Plan, located town-wide in the Municipality (the "**Project**");

WHEREAS, the Municipality will carry out the Project in accordance with the requirements of the Community Development Block Grant Program, the Federal Register Notice dated March 5, 2013 Noticing CDBG-DR for Hurricane Sandy related damages, including 24 CFR Part 570, which are incorporated by reference and made a part hereof; and

WHEREAS, in reliance upon the information submitted by the Municipality in its Application, which is incorporated herein by reference and made a part hereof, the State is willing to make a grant to the Municipality utilizing CDBG-DR funds through periodic disbursements for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the State agree as follows:

**ARTICLE 1
THE GRANT**

- 1.1 The State agrees to make a grant to the Municipality in an amount not to exceed **\$150,000** (the "Grant").
- 1.2 From time to time the State will disburse to the Municipality such portions of the Grant as shall be required for the Project and pursuant to the limitations set forth in **Appendix I**, Project Schedule, subject to the following conditions:
- (a) The Municipality shall requisition funds on account of the Grant by filing with the State, on forms prescribed, a written requisition which shall describe in detail the Project cost items for which such funds will be used.
 - (b) As part of said requisition, the Municipality will file with the State a written statement demonstrating to the State's satisfaction that the requisitioned funds are then presently needed for Project cost items and will be expended within three (3) days of their receipt from the State and that the amounts so requisitioned for such Project cost items are reasonable.
 - (c) Upon request by the State, the Municipality will demonstrate to the State's satisfaction that the Municipality has complied with any particular provision or provisions of this Agreement.
- 1.3 Funds made available by the State to the Municipality pursuant to section 1.2 are received from the United States Department of the Treasury and, as such, the State has no control over their timely receipt. The State agrees to take all actions required to secure these funds; however, delays resulting from action or inaction by United States Government in making these funds available to the State are beyond the State's control and no liability shall attach for any such delays.
- 1.4 The Municipality will comply with all pertinent provisions of local, State, and Federal law in administering and executing the Project. Further, the Municipality will carry out the Project with all practicable dispatch in a sound, economical, and efficient manner in accordance with the Project Financing Plan and Budget as more fully described in Article II below, its Application, and with this Agreement.

**ARTICLE 2
FISCAL MANAGEMENT AND AUDIT**

- 2.1 The Municipality will not draw or permit to be drawn, or encumber or permit to be encumbered in any way, any CDBG-DR funds in any account except for the purpose of paying a Project cost item which appears in the Project budget. Said budget is entitled "**Financing Plan and Budget**" and is attached hereto as **Appendix II**, which document may be amended from time to time at the written request of the Applicant and with the written approval of the Commissioner or her designee. The Financing Plan and Budget most recently approved by the Commissioner or her designee shall constitute the budget for the Project. Approval by the Commissioner or her designee of any revised Financing Plan and Budget shall not constitute or imply a revision of the amount of the Grant.
- 2.2 No check, draft, or order shall be drawn by the Municipality upon the Grant funds unless a signed voucher setting forth in detail the purpose for which such check, draft, or order is to be drawn has been filed with the fiscal officer of the Municipality who is responsible for the issuance of such check, draft, or order.

- 2.3 All paid checks, drafts and orders drawn upon Grant funds, and all vouchers relating to such checks, drafts and orders shall be safely stored by the Municipality and shall be made available to the State for inspection while this Agreement is in effect and for a period of six (6) years after the last payment by the State on account of the Grant provided for in Article I hereof or until the Project has been audited to the satisfaction of the State and a Certificate of Termination has been issued.
- 2.4 In the management of funds received under this contract, the Municipality shall comply with the Federal requirements as contained in OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments," 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations". In assuring compliance with OMB Circulars Nos. A-87 and A-133, and 24 CFR Part 85, it is understood that the Commissioner shall have all of the rights granted to the Federal Government by those Circulars and Part 85.
- 2.5 The Municipality shall provide for an annual audit acceptable to the State, in accordance with the provisions of OMB Circular A-133 pursuant to the Single Audit Act of 1984, P.L. 98-502, and CGS § 7-396a. Grant funds may be used to pay for the portion of the audit that applies to use of CDBG-DR funds. Three (3) copies of the audit must be submitted to DOH no later than thirty (30) days after completion of the audit or nine (9) months after the end of the fiscal year, whichever comes first. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state Single Audit standards as applicable.

**ARTICLE 3
PROGRAM INCOME**

- 3.1 The Project as contemplated by the Grantee will not result in the generation of any Program Income.

**ARTICLE 4
RECORDS AND INSPECTION**

- 4.1 The Municipality will maintain full, accurate, and current minutes and records of the Project in a form satisfactory to the State.
- 4.2 The Municipality will furnish, at such time as the State shall determine, any documents, data, and information relating to the Project that the State shall request.
- 4.3 At such time as the State shall determine, the Municipality will submit to the State progress and status reports relating to the Project in the form prescribed. Grantee shall provide a report to the State within fourteen (14) days of the end of each quarter (March 31, June 30, September 30, and December 31) for the term of this Agreement. Failure to submit such reports by the date required will cause the State to withhold payment of requested funds.
- 4.4 The State and its agents, including, but not limited to the Commissioner or her designee, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents shall have the right at any time to audit or inspect the minutes, records, books, files, and other papers of the Municipality relating to the Project. The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice. Any audit contemplated by this section 4.4 shall be at the expense of the State.
- 4.5 The Municipality shall aid and cooperate with the State in any such inspection or audit. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

ARTICLE 5
NONDISCRIMINATION

- 5.1 For purposes of Article 5 of this Agreement, "**contract**" means the Agreement and includes any extension or modification of the contract, "**Contractor**" means the Grantee, including any successors or assigns, "**gender identity or expression**" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose, "**marital status**" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, "**mental disability**" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders, and "**public works contract**" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. Further, "**contract**" does not include a contract where each contractor is: (i) a political subdivision of the State, including, but not limited to, a municipality; (ii) a quasi-public agency, as defined in CGS § 1-120; (iii) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267; (iv) the federal government; (v) a foreign government; or (vi) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (i), (ii), (iii), (iv) or (v).
- 5.2 (a) For the purposes of Article 5 of this Agreement, "**minority business enterprise**" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; and "**good faith**" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "**Good faith efforts**" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. "**Commission**" means the Commission on Human Rights and Opportunities.
- (b) Pursuant to CGS § 4a-60, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such

Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to CGS §§ 46a-56 and 46a-68e; (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Article 5 and CGS § 46a-56.

(c) If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority/women business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(f) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

5.3 (a) Pursuant to the provisions of CGS § 4a-60a, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and CGS § 46a-56.

(b) The Contractor shall include the provisions of subsection (a) of this section 5.3 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions

including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

5.4 Executive Orders 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 the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 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, DOH shall provide a copy of these orders to the Municipality.

5.5 Federal Executive Order 11246. Federally assisted construction contracts subject to Federal Executive Order 11246, as amended, shall be subject to the implementing regulations at 41 CFR Chapter 60 ("E.O. 11246"). The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this contract, the following equal opportunity clause:

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of [Federal] Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the [United States] Secretary of Labor ("E.O. 11246").

(5) The Contractor will furnish all information and reports required by E.O. 11246, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing, and by the [United States] Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further [United States] Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the [United States] Secretary of Labor issued pursuant to section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD [or the Commissioner of the Connecticut Department of Housing] shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD [or the Commissioner of the Connecticut Department of Housing], the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

Except in contracts exempted in accordance with section 204 of E.O. 11246, the Municipality further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Municipality agrees that it will assist and cooperate actively with the Commissioner, HUD, and the United States Secretary of Labor, hereinafter referred to as the "Secretary", in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary; that it will furnish the Commissioner, HUD, and the Secretary such information as they may require for the supervision of such compliance; and that it will otherwise assist the Commissioner or HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 11246 with a Contractor debarred from, or who has not demonstrated eligibility for, United States Government contracts and federally assisted construction contracts pursuant to E.O. 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Commissioner, HUD, or the Secretary pursuant to Part II, Subpart D of E.O. 11246. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, the Commissioner or HUD may take the following actions: cancel, terminate, or suspend in whole or in part the Grant; refrain from extending any further assistance to the Municipality under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Municipality; and refer the case to the United States Department of Justice for appropriate legal proceedings

ARTICLE 6
LABOR PROVISIONS

6.1 Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract let by the Municipality pursuant to this Project shall comply with the governing federal labor standards and regulations as set forth in 29 CFR, Parts 1, 3, 5 and 7, and any applicable provisions of CGS § 31-53. As such, the Municipality will comply with all State and Federal requirements pursuant to:

- (a) Prevailing Wage Rates;
- (b) Submittal of payrolls and related reports;
- (c) Disputes concerning wage rates and classification of labor;
- (d) Wage claims and adjustments;
- (e) Contract work hours and safety standards act overtime compensation;
- (f) Termination; debarment; subcontractors; and
- (g) Evidence of completion.

6.2 No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.

6.3 This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("Section 3"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Municipality shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

ARTICLE 7 LAND PROVISIONS

- 7.1 The Municipality will take all reasonable steps to assure that real property in the Project will not be acquired by it as a part of the Project at excessive prices, and to prevent any speculation in the holding of any such real property.
- 7.2 The Municipality will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to fully protect all of its rights, title, and interest in and to any real property in the Project area.
- 7.3 The Municipality will take all necessary steps to remove or abrogate any and all legally enforceable provisions in any and all agreements, leases, conveyances, or other instruments restricting the sale, lease, or occupancy of any real property which the Municipality acquires as a part of the Project on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness.
- 7.4 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and CGS § 4a-60 and HUD and State regulations with respect thereto, including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religious creed, age, marital status, national origin, sex, intellectual disability, mental disability or physical disability in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Municipality, the State, and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- 7.5 The Municipality will not sell, mortgage, lease, or otherwise dispose of or encumber any of the real property that is held by it as a part of the Project, except in accordance with the approved Proposal.
- 7.6 From time to time the Municipality will duly pay and discharge or cause to be paid and discharged when the same become due all taxes, assessments, and other governmental charges which are lawfully imposed upon any of the real property held by the Municipality as part of the Project or imposed upon income or profits derived by the Municipality from its temporary operation of the real property so held or

from the ultimate disposition, by sale, lease, or retention, of said real property by the Municipality in carrying out the Project. The Municipality will also pay and discharge or cause to be paid and discharged any lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon said real property in the Project Area or which claims might impair or otherwise affect adversely the accomplishment of the Project in accordance with the approved Proposal.

- 7.7 The Municipality will observe and conform to all valid requirements of any governmental authority relative to the real property, which is held by the Municipality as part of the Project, and all covenants, terms and conditions applicable to the real property so held.
- 7.8 The Municipality shall execute a use restriction in a form acceptable to the Commissioner, which shall obligate the Municipality, its successors, assigns, lessees or transferees, for the term of the restriction, to use the Project property only for the purposes set forth in its Financing Plan and Budget, its Application, and in conformance with federal regulations.

ARTICLE 8 PROCUREMENT

- 8.1 In accordance with the procurement requirements of 24 CFR 85.36, the Municipality will give opportunity for free, open, and competitive bidding for each contract to be let by it of more than \$100,000, calling for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as a part of the Project. The Municipality will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition. The award of each such contract, when made, will be made by the Municipality as soon as practicable to the lowest responsible bidder. In the selection of materials, equipment, or supplies for the Project, the Municipality may, in the interest of standardization or ultimate economy, award a contract to a responsible bidder other than the lowest in price if the advantage of such standardization or ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents, upon which bids are invited.
- 8.2 In the procurement of consultants or other professional services, the Municipality shall follow the requirements of Federal OMB Circular No. A-102 under "competitive negotiation".
- 8.3 The Municipality and its sub grantees, if any, must take affirmative steps as stated in 24 CFR § 85.36(e)(2)(i) through (vi) to ensure that small and minority firms and women's business enterprises are used when possible.

ARTICLE 9 COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT

- 9.1 This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 91-190, as amended), and the environmental review procedures for the Community Development Block Grant Program as set forth in 24 CFR Part 58 and § 104 (f) of Title I of the Housing and Community Development Act. As such, the Municipality shall:
- (a) Determine the need for an environmental review;
 - (b) Conduct a formal environmental review of the Project's environmental impact, if necessary, either through an Environmental Assessment or an Environmental Impact Statement;
 - (c) Unless the Project is exempt, maintain a written document of the Project's history;
 - (d) Comply with procedures, standards, and guidelines contained in Federal Statutes and regulations; and,
 - (e) Follow required procedures in submitting a Request for Release of Funds (RROF) to the State and in seeking certifications.

**ARTICLE 10
LEAD-BASED PAINT**

- 10.1 The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," Final Rule, 24 CFR Part 35 and the Environmental Protection Agency rules at 40 CFR Part 745: Lead; Renovation, Repair and Painting Program. Any grants or loans made by the Municipality for the rehabilitation of residential structures using the Grant provided under this Agreement shall be subject to said regulations. The Municipality shall be responsible for the notifications, inspections and clearances required thereunder, and shall maintain documentation of its compliance with these regulations.

**ARTICLE 11
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

- 11.1 At the time that this Agreement is signed, the Municipality shall certify that it has in effect and is following a residential antidisplacement and relocation assistance plan and that it will minimize displacement of persons as a result of the Project. The Municipality shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606 and HUD implementing regulations at 24 CFR Part 42. The Municipality shall maintain records in sufficient detail to demonstrate its compliance with this section.

**ARTICLE 12
EVENTS OF DEFAULT; REMEDIES**

- 12.1 Each of the following shall constitute an "Event of Default" for purposes of this Agreement:
- (a) Except as otherwise provided herein, the failure of Municipality to punctually and properly perform any covenant, obligation or agreement contained in this Agreement or in any other document furnished by the Municipality to DOH in connection with the Project, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided however, that if such failure has not been remedied in such time, the Commissioner may grant the Municipality such additional time as he determines, in his sole discretion, in order to remedy such failure so long as the Municipality is diligently and in good faith pursuing such remedy;
 - (b) The Municipality has made to the State any material misrepresentation in its Application or in any supplement thereto or amendment thereof, or in this Agreement, any modification hereof or on or with respect to any document furnished pursuant hereto;
 - (c) The Municipality has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project;
 - (d) The Municipality has failed to comply with any provision of this Agreement;
 - (e) The Municipality has abandoned or terminated the Project; or
 - (f) The Municipality has filed, or has had filed against it, a petition of bankruptcy, insolvency or similar law, state or federal, or has filed any petition or answer consenting to or acquiescing in any such action, which petition shall not have been vacated within thirty (30) days; or has been adjudicated bankrupt or insolvent, under any present or future statute, law or regulation, state or federal, and such judgment or decree is not vacated or set aside within thirty (30) days.
- 12.2 Upon the happening of any one or more of the Events of Default, the Commissioner may, in her discretion, elect to do any or all of the following:
- (a) Terminate this Agreement;
 - (b) Cause the State to withhold payment of requisitioned funds;

- (c) Require that all unexpended funds be returned to the State;
- (d) Declare the entire amount of the Grant to be immediately due and payable;
- (e) Pay any proper charge of the Project; or
- (f) Institute any action suit or other proceeding in law, in equity or otherwise which he deems necessary for the protection of the State's interests.

- 12.3 In no event shall the making of any payment by the State on account of the Grant provided for herein constitute or be construed as a waiver by the State of any breach of this Agreement or Event of Default which may then exist on the part of the Municipality, nor shall it impair or prejudice the exercise of any right or remedy available to the State with respect to such breach or default.
- 12.4 Neither failure nor delay on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Commissioner or his designee, and the same shall be effective only in the specific instance for which it is given.
- 12.5 The Municipality shall promptly give written notice to the State upon becoming aware of any Event of Default under this Agreement.
- 12.6 In addition to the rights and remedies granted to the State hereunder, the State shall have all other rights and remedies granted to it by law in the event of breach or Event of Default by the Municipality under the terms of this Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

- 13.1 The Municipality shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement to the Municipality. Any grantee that is not the Municipality shall comply with all lawful requirements of the Municipality necessary to insure to the Municipality that the Project is carried out in accordance with the Municipality's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the Municipality.
- 13.2 No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 13.3 If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Project can be effectively accomplished pursuant to the terms of such remainder.
- 13.4 The Municipality will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Municipality.
- 13.5 Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.
- 13.6 At its own expense the Municipality will protect, defend, indemnify and save harmless the State, its officers, agencies and employees from any suit or claim by any person or entity whatsoever not a party

to this Agreement which arises from the Project or from this Agreement. This section shall survive termination of the Agreement and shall not be limited by reason of any insurance coverage.

- 13.7 The Municipality certifies that it will comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.
- 13.8 The Municipality hereby certifies that it will adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstration.
- 13.9 By execution of this Agreement, the Municipality hereby certifies that for all sub-grants, contracts and subcontracts exceeding \$100,000 of CDBG-DR funds:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (c) The Municipality shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 13.10 The Municipality shall insure recognition of the role of HUD and DOH in providing funding under this Agreement, including erecting appropriate signs which shall conform to appropriate federal and State specifications. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Municipality shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Groundbreakings and similar events shall be scheduled in cooperation with DOH in order to provide the greatest opportunity for State participation in the event.
- 13.11 This Agreement shall become effective upon approval by the Attorney General. This Agreement shall not bind the State until a fully executed copy has been delivered to the Municipality.
- 13.12 This Agreement may be executed in counterparts, each of which shall be deemed as an original.
- 13.13 "Program Year or "Fiscal Year" shall mean the year beginning July 1 and ending on June 30 of the following year.
- 13.14 Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. 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 venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 13.15 The Municipality recognizes that the State is sovereign and agrees not to make any claim of a right to use the defense of sovereign immunity as the State's agent without the prior written consent of the Commissioner to be granted in her sole discretion. Nothing contained herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

ARTICLE 14

PROTECTION OF CONFIDENTIAL INFORMATION

- 14.1 The Municipality shall, at its own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which it comes to possess or control in connection with the Project, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- 14.2 The above section uses the terms "Confidential Information" and "Confidential Information Breach":

(a) **"Confidential Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) **"Confidential Information Breach"** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date, as said term is defined in section 13.12.

TOWN OF BRANFORD

BY: 
James B. Cosgrove
Its First Selectman

Date: 11/14/14

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

BY: 
Evonne M. Klein
Its Commissioner

Date: 12/15/14

APPROVED AS TO FORM:


Associate Attorney General
Joseph Rubin

Date 12/15/14

Appendix I

Project Time Table - Planning Grant – CDBG-DR

Project Schedule

1. Applicant Name: Town of Branford 3. Program Years: 7/31/14-6/1/16
2. Project Name: Community Coastal Resiliency Plan 4. Grant Number: _____

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
Total Grant: \$	7/31/14- 9/30/14	10/1/14- 12/31/14	1/1/15- 3/31/15	4/1/15- 6/30/15	7/1/15- 9/30/15	10/1/15- 12/31/15	1/1/16- 3/31/16	4/1/16- 6/1/16
Dates: m/d/yr – m/d/yr								
Total Grant Amount Available:	\$150,000	\$150,000	\$ 150,000	\$ 145,000	\$120,000	\$ 90,000	\$60,000	\$ 20,000
Projected Expenditure:	\$0	\$0	\$5,000	\$25,000	\$30,000	\$30,000	\$40,000	\$20,000
Grant Amount Remaining:	\$ 150,000	\$150,000	\$145,000	\$120,000	\$90,000	\$60,000	\$20,000	\$0

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates. Therefore, you must estimate the dates as wisely as possible.

Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

Community Development Block Grant- Disaster Relief

**Authorized Signatures For
Requests for Payment**

Town of Bradford - Community Coastal
Grantee - Project Name Resiliency Plan

INDIVIDUALS AUTHORIZED TO SIGN REQUESTS FOR PAYMENT:


Typed Name and Signature
Janice A. Plaziak

11/14/14
Date


Typed Name and Signature
James P. Finch

11/14/14
Date


Typed Name and Signature
Kathryn Labanca

11/14/14
Date

I certify that the signatures above are of the individuals authorized to sign requests for payment.


Typed Name and Signature of
Authorized Official
James B. Cosgrove

11/14/14
Date

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2006)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Branford 1019 Main Street PO Box 150 Branford, CT 06405 (203) 482-8394	2. Social Security Number or Employer ID Number:
3. HUD Program Name CDBG-DR	4. Amount of HUD Assistance Requested/Received \$150,000

5. State the name and location (street address, City and State) of the project or activity:
Town of Branford, 1019 Main Street, PO Box 150, Branford, CT 06405

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: <i>James B. Caproni</i>	Date: (mm/dd/yyyy) 11/14/2014
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PART B: BLOCK GRANT RESOURCES FOR PROJECT ACTIVITY COSTS

CDBG-DR Grant Amount	\$ 150,000
TOTAL BLOCK GRANT RESOURCES:	\$

PART C: IDENTIFICATION OF OTHER FUNDING SOURCES

NAME OF ALL OTHER FUNDING SOURCES	CASH	IN-KIND SERVICES	TOTAL
No other sources	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL ALL OTHER FUNDING SOURCES :	\$	\$	\$

I request approval of the CDBG-DR Finance Plan and Budget

Signature of Authorized Agent of Grantee/Sponsor _____

James B. Cassano First Selectman
(TYPE or PRINT) Name and Title

11/24/14

Date

Approved by:

Edna M. Kelly

Edna M. Kelly
Commissioner
Department of Housing

12/6/14

Date

**Community Development Block Grant-Disaster Relief Program (CDBG-DR)
Community Coastal Resiliency Plan Planning Grant**

Certified a true copy of a resolution duly adopted by the **Town of Branford** at a meeting of its **Board of Selectmen** on **November 5, 2014** and which has not been rescinded or modified in any way whatsoever.

Lisa E. Arpin

Lisa E. Arpin, Town Clerk

November 13, 2014

(Date)

(SEAL)

WHEREAS, Federal monies are available under the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2) as amended, and administered by the State of Connecticut, Department of Housing (DOH) pursuant to Public Law 93 – 3 83, as amended; and,

WHEREAS, pursuant to Chapter 127C and Part VI of Chapter 13- of the Connecticut General Statutes, the Commissioner of the Department of Housing is authorized to disburse such Federal monies to local municipalities; and,

WHEREAS, it is desirable and in the public interest that the **Town of Branford** make an application to the State for **\$ 150,000** in order to undertake a CDBG_DR Program and to execute an Assistance Agreement therefore, should one be offered.

NOW, THEREFORE, BE IT RESOLVED BY THE **BOARD OF SELECTMEN:**

1. That it is cognizant of the conditions and prerequisites for the State Assistance imposed by Part VI of Chapter 130 of The Connecticut General Statues; and,
2. That the filing of an application by the **Town of Branford** in an amount not to exceed **\$150,000** is hereby approved and that **the First Selectman of the Town of Branford** is hereby authorized and directed to file such application with the Commissioner of the Department of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the **Town of Branford.**

PROJECT SCOPE

CREATING COASTAL RESILIENCE IN BRANFORD, MILFORD, AND MADISON CONNECTICUT THROUGH COMPREHENSIVE AND COORDINATED COMMUNITY AND NEIGHBORHOOD PLANNING

This grant will be administered by the town of Branford, with the funding split among the three coastal communities of Branford, Milford and Madison. Each community will use the funds to plan for and implement recovery actions that enhance resilience to coastal hazards. Specifically, the communities will create well-informed and coordinated human and technical networks through two objectives and corresponding outcomes:

1. Develop a **COMMUNITY COASTAL RESILIENCE PLAN** built on contributions from residents and business owners that can be implemented at the municipal level. The Community Coastal Resilience Plan will include a risk assessment based on current events such as Storm Sandy and future conditions of sea level and coastal storms, and will outline the concepts, approaches and tools for building resilience and implementing specific adaptation actions such as stepping back from the shoreline and increasing residential densities elsewhere in lower-risk areas.
2. Develop and design up to two “neighborhood plans” in each of the three communities served by this proposal that depict **NEIGHBORHOOD-SUPPORTED CONCEPTUAL DESIGNS FOR COASTAL ADAPTATION**. The two selected neighborhoods will be in low to moderate income (LMI) areas, and will address underserved and vulnerable populations alongside other types of quality of life service areas (such as commercial, industrial, public amenities, and transportation).

This grant will enable the communities of Branford, Milford and Madison to traverse barriers through collaborative exchange and implement community-based coastal adaptation and resilience that can be applied across Connecticut and to other states.

PUBLIC ENGAGEMENT AND OUTCOMES

Each community will traverse barriers and implement community-based coastal adaptation and resilience. Members of the public (residents who own or rent their homes, property owners, and business owners) will be involved with development of the community coastal resilience plan and the neighborhood plans through direct and affirmative community engagement efforts. For the community coastal resilience plans, the public will be invited to a series of public meetings and will be able to participate in an internet-based survey (with paper copies available to those who may not operate a computer). The community coastal resilience plan will provide a number of choices from members of the public and for members of the public; in other words, the stakeholders will help select the select the palette of resiliency actions identified, described, and ultimately supported by the plan for each of the three respective communities.

Members of the public will also help determine which neighborhoods are selected to develop the two neighborhood-scale plans. Subsequently, members of the public will participate more directly and frequently during the development of neighborhood plans. The adaptation methods selected for each neighborhood and the conceptual designs depicted in the plans will be selected (by consensus) by the public residing or working in those neighborhoods.

The participation described above will help overcome the existing disconnect that currently vexes so many communities, with hundreds of individual property and business owners pursuing recovery on their own, with varying levels of mitigation and adaptation (from none to substantial) pursued by each.

APPROACH

The proposed approach is for the town of Branford to administer the grant money. Each community will participate and lead their own planning project and provide technical support from the following departments: Permitting and Land Use, Community Development, Public Works, Conservation, Health, and Fire. Applicable divisions within these departments include Planning and Zoning, Building Inspection, Engineering, and Highway. It is expected that one consultant will be contracted by the town of Branford to assist in preparing the plans for all three communities, providing a consistent framework. Each town expects to use the steps, protocols and methods outlined by The Nature Conservancy (TNC) as part of their Coastal Resilience Program that has provided this frame for over 20 communities in Connecticut to date (e.g., Town of Guilford's Community Coastal Resilience Plan). TNC is committed to lending assistance to Branford, Milford, and Madison for the community outreach and consensus building portions of the plan development through their Hazards and Community Resilience Workshop process.

A work plan is provided below with tasks that correspond to the project objectives and outcomes. It is anticipated that the result of this effort will be three separate plans – one for each community included in the funding application.

Task 1 – Community Coastal Resilience Plan

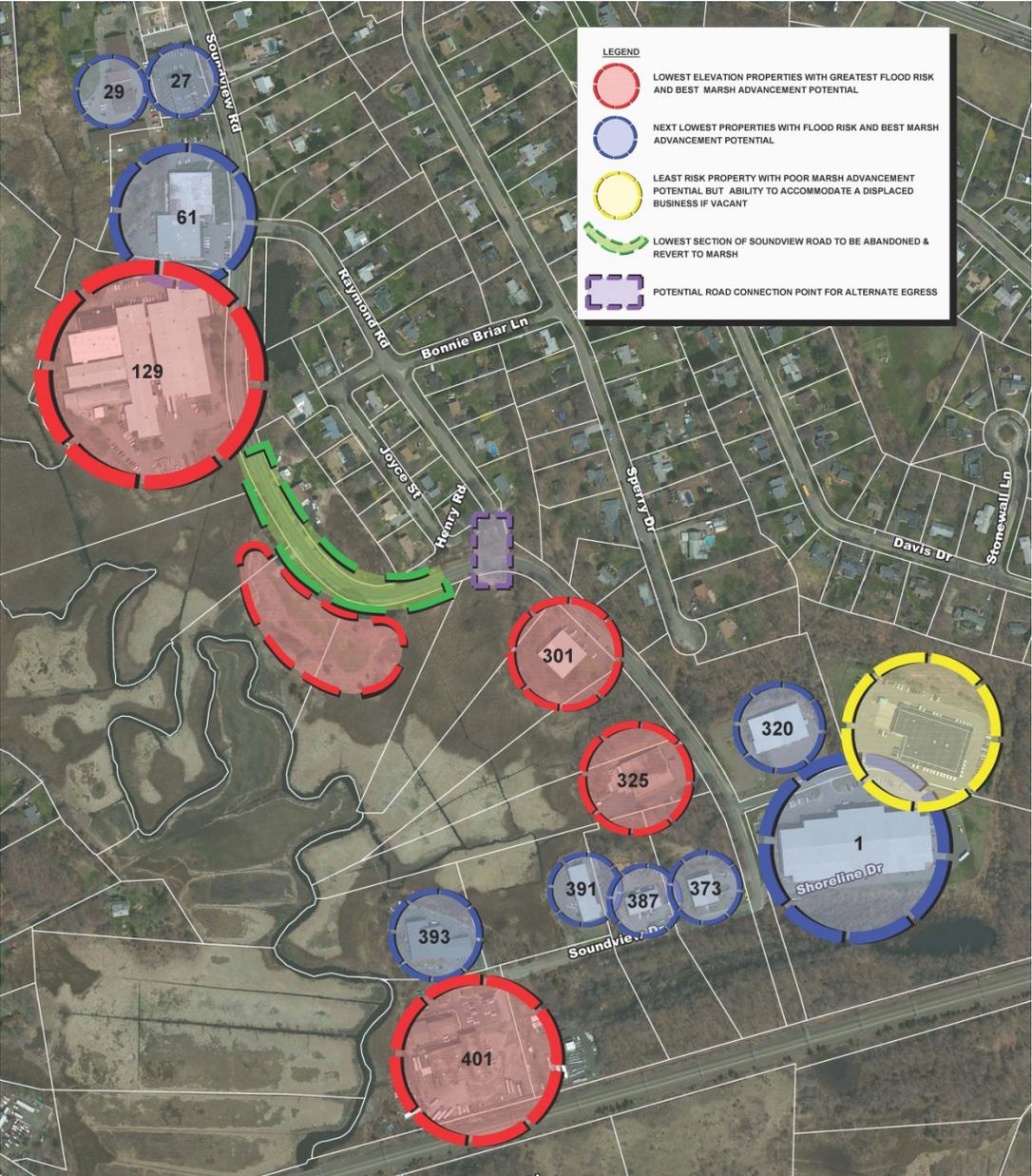
- 1.1 Review of Existing Programs, Plans, and Capabilities – Review the community's Hazard Mitigation Plan, Plan of Conservation and Development, Zoning Regulations, and municipal code of ordinances will be reviewed for pertinent information to inform the coastal resilience plan. The current Sandy recovery efforts will be reviewed.
- 1.2 Data Collection – LiDAR topographic data will be compiled from public sources. Elevation certificates on file with each community will be reviewed. A GIS-based database of structures in the coastal flood zone and located in areas up to elevation 15 feet (NAVD) will be developed, representing a level that is three feet higher than the current FEMA base flood.
- 1.3 Vulnerability and Risk Assessment – Current vulnerabilities and risks will be described and quantified. Using sea level rise and future scenario viewer tools hosted by NOAA and The Nature Conservancy, future vulnerabilities and risks will be described and quantified. Independent sea level rise projections will not be developed for this planning project.
- 1.4 Public Information Meetings and Charrettes – Nine public meetings/charrettes will be arranged (three in each community) and facilitated, with presentations by City personnel, the selected consultant and TNC, to inform the public and receive feedback throughout the planning process. The initial meeting will present the vulnerability and risk assessment, the second meeting will present adaptation options, and the third meeting will present the draft plan. The meetings will be announced with local newspapers and internet-based newspapers, on the City web site, and through mailings to neighborhood organizations.
- 1.5 Public Survey – One public survey in each community will be hosted on an appropriate internet-based platform to gather input to the coastal resilience plan. Paper copies of the survey will be provided at each community's town hall and library.
- 1.6 Review of Adaptation Options – Adaptation options considered throughout the United States will be reviewed and evaluated for appropriateness for each community. Adaptation measures will be grouped into categories for ease of presentation to the public and eventual implementation.

- 1.7 Preparation of Coastal Resilience Plan Document – A draft plan document (one for each community) will be prepared, summarizing the results of tasks 1.1 through 1.6. After public review of each draft plan and incorporation of edits, a final plan will be advanced for municipal endorsement.
- 1.8 Selection of Sandy-Impacted Neighborhoods for Neighborhood Plans – Based on the participation of members of the public, impacts from Storm Sandy, the location of LMI populations and critical community facilities, and the results of the vulnerability and risk assessment, up to two neighborhoods in each community will be selected for detailed planning. The selection will be made with concurrence and willingness from the neighborhoods selected to the extent possible.
- 1.9 Implementation Plan and Process – Identify and describe a priority ranking of actions within each community, identify the appropriate municipal commission or agency to guide implementation, and identify funding sources for specific actions. Describe current community-based organizations that are authorized to raise funds or acquire properties and easements, and describe steps for members of the public to partner with the city to apply for mitigation grants that may become available.

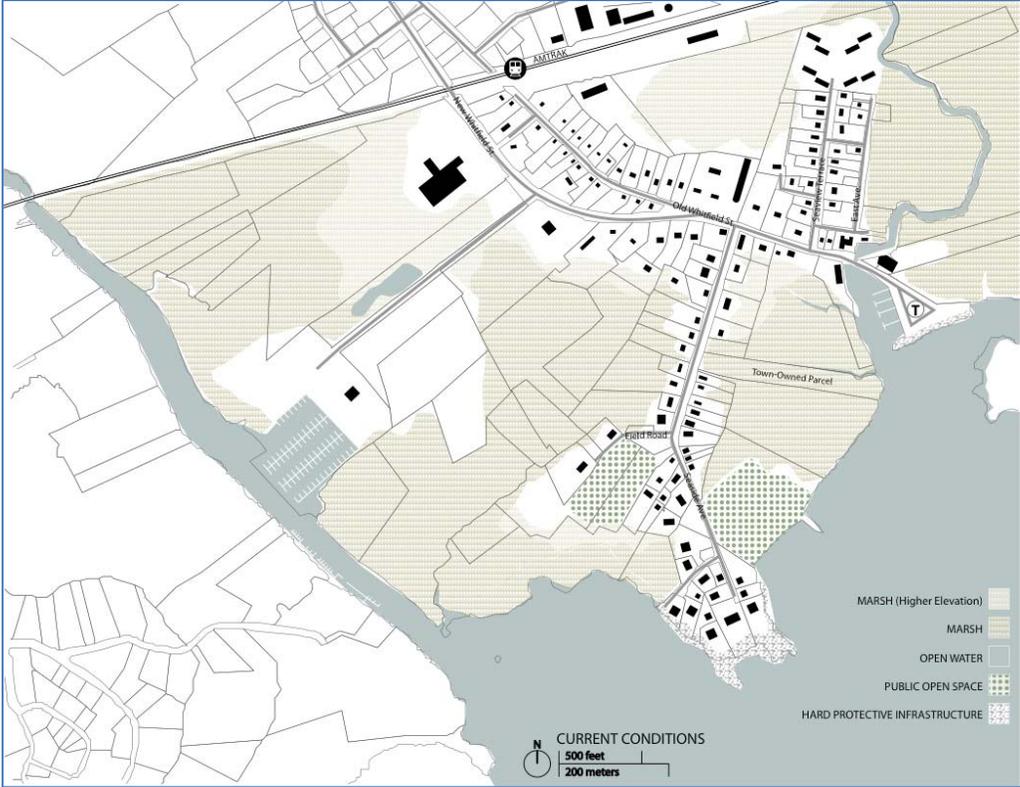
Task 2 – Neighborhood Plans and Conceptual Designs for Recovery and Adaptation

Most practitioners understand that “one size does not fit all” when it comes to resilience and adaptation at the local and neighborhood-scale levels. Specific plans must meet the individual needs of the communities and neighborhoods where the planning occurs. The neighborhood-scale plans developed for Milford, Madison and Branford must address recovery from Sandy while simultaneously looking toward future resilience through adaptation to minimize impacts from similar strength storms as well as more severe events.

The nearby town of Guilford did this recently for two neighborhoods – one nonresidential and one residential. The nonresidential concept plan pictured below shows how businesses can migrate to underutilize yet higher parts of the neighborhood in the short term and then migrate out of the neighborhood over the long term. The plan also shows that a low-lying road can potentially be abandoned in favor of a new connection.



The residential concept plan, pictured below in two stages, shows how a residential area flooded by storms Irene and Sandy may be able to re-align and adapt over the long term by facilitating migration to adjacent areas and allowing a higher density of development than current allowed.



- 2.1 Neighborhood Workshops – Six workshops will be held for each selected neighborhood. This will allow the intense and detail-oriented planning that is necessary to outline the remaining steps for recovery and pathways to increased resilience through adaptation.
- 2.2 Data Collection – Depending on the nature of recovery steps needed and adaptation options selected by each neighborhood, additional data may be needed such as topography and structure elevations. This task includes a limited allocation of time for collection of surveyed topography and structure elevations if the LiDAR data is not sufficient on its own. Parcel and roadway lines will be provided and verified by the City GIS personnel.
- 2.3 Preliminary Conceptual Designs – Preliminary conceptual designs for recovery and adaptation will be prepared. Examples from Guilford are provided above.
- 2.4 Final Conceptual Designs – With additional input from the City and the neighborhood, final conceptual designs will be prepared. These plans will be completed to a conceptual design stage that will allow future design services of a caliber necessary for construction.