

**LEGAL NOTICE**

**Town of Branford  
Request for Qualifications  
Engineering Services  
Linden Avenue Shoreline Stabilization**

The Town of Branford intends to contract for the services of an experienced consulting firm to provide coastal engineering services for the design and regulatory permitting of a project to stabilize the shoreline exposure of Linden Avenue with funding provided by a FEMA Hazard Mitigation Grant.

Firms interested in being considered for a contract to provide the required services should submit their qualifications no later than 11:00 AM local time on October 18, 2016. Submissions received after this deadline will not be considered.

Firms desiring a Request for Qualifications (RFQ) package may obtain such documents from the Town of Branford website [www.branford-ct.gov](http://www.branford-ct.gov), on the State of CT DAS website or from:

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

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

## **1.0 BACKGROUND**

Linden Avenue is the only access road for over 400 houses in the Pawson Park area of Branford. The road was damaged in August 2011 from wave impacts and coastal erosion from Tropical Storm Irene. (See attached photos in the HMGP grant application, Attachment C). The approximately 700' of slope and road damage, as well as a section of sheet piling wall, was repaired with the assistance of FEMA disaster relief funding. The following year a section of slope further to the west was damaged due to impacts from Super Storm Sandy. The slope was stabilized temporarily by the Linden Shores Association who owns most of the waterfront along Linden Avenue. A concrete block retaining wall was put in place to temporarily stabilize the slope. There are other areas with erosion that have not been addressed as well. Linden Avenue had suffered damage previously during Hurricane Gloria in the 1980s and during the Hurricane of 1938.

The Town of Branford applied for and has been awarded a Hazard Mitigation Grant from FEMA to study this coastal exposure of Linden Avenue and develop a project to protect it from future storm damage. Grant funds are also available for construction of the solution which may be released by FEMA as a second phase of funding once an engineering solution is developed and permitted.

## **2.0 SCOPE OF WORK**

The Town of Branford is seeking to hire an engineering firm with extensive experience with designing coastal infrastructure that can withstand coastal storms in the context of being environmentally conscious with regard to marine and upland impacts. The firm should have extensive experience in successful regulatory permitting of such projects. Compliance and experience with FEMA funding and State DEMHS requirements are also a requirement. Please refer to the attached grant application for the general scope of work envisioned for this project found in Attachment D, regarding requirements of the grant in carrying out this project that will be the responsibility of the Town and the consultant.

## **3.0 SUBMITTAL REQUIREMENTS**

By submitting a response, respondents represent that they have thoroughly examined and became familiar with the scope of services outlined in this RFQ and attachments and are capable of performing the work to achieve the objectives stated, including in compliance with the FEMA grant agreement document included in Attachment D of this document.

### **Primary Project Responsibility**

Respondents submitting their qualifications must clearly explain and identify, in detail, which company will be the primary consultant and what sub-contractors will also be involved in the project. The primary consultant will be expected to perform the majority of the analysis and engineering design work for this project.

RFQ Respondents are asked to organize their submissions 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 with coastal engineering and projects of similar scope. Specifically describe the projects you have completed, including construction costs. Please include a summary of references for similar projects completed by your firm for work proposed in response to this RFQ. Include the name, address, contact name, title, phone number, email and website addresses of the prior clients for these reference projects. Please include similar information on any sub-contractors that may be involved in the project as well.
2. **Work Plan Process, Approach and Timetable.** Please provide a detailed description of the proposed Work Plan including a proposed methodology, process, and approach to the Scope of Service and a proposed sequence and timetable of the proposed Work Plan.
3. **Interviews.** The Town may interview a short list of firms to select the most qualified firm.
4. **Price Proposal.** Once a firm is selected based on qualifications, then a price proposal will be solicited and negotiated. Final selection of the consultant must be approved by the Board of Selectmen.
5. **Response Page.** Respondent must submit a filled-in and signed Response Page (See Attachment A) with its response to this RFQ.
6. **Non-Collusion Statement.** Respondent must submit a filled-in and signed Non-Collusion Statement (See Attachment B) with its response to this RFQ.

Responses should be sealed and must be received no later than October 18, 2016 at 11:00 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 "*Linden Avenue Shoreline Stabilization*" **You must include three (3) copies of your proposal along with one digital copy.** The town will only accept submittals for all parts of the project. No partial submittals will be accepted.

**Insurance Requirements**

Engineer shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Branford as an Additional Insured on a primary and noncontributory basis to all policies except Workers Compensation and Professional Liability. All policies should include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. 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	\$2,000,000
	Aggregate	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Excess Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Wrongful Act	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits		
Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each	\$500,000
	Employee EL Disease	\$500,000
	Policy Limit	

Original, completed Certificates of Insurance must be presented to the Town prior to contract issuance. Engineer agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the Town 30 days prior to cancellation.

**ATTACHMENT A**

**RESPONSE PAGE**

**Request for Qualifications  
Coastal Engineering Services  
Linden Avenue Shoreline Stabilization**

**Date Advertised:** October 5, 2016

**Date / Time Qualifications Due:** October 18, 2016 at 11:00 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**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Telephone Number / Fax Number**

\_\_\_\_\_  
**E-mail Address**

**ATTACHMENT B**

**NON-COLLUSION AFFIDAVIT**

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 \_\_\_\_ .

ATTACHMENT C

**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES  
& PUBLIC PROTECTION**



**Division of Emergency Management & Homeland Security**

**HAZARD MITIGATION GRANT PROJECT APPLICATION KIT**

**FOR USE IN APPLYING FOR THE FOLLOWING GRANT PROGRAM:**

**Hazard Mitigation Grant Program**

**25 Sigourney Street  
Hartford, CT 06106  
860-256-0900**

**Planning Requirement:**

A FEMA-approved Multi-Hazard Mitigation Plan in accordance with 44 Code of Federal Regulations Part 201 is a pre-requisite for a FEMA Hazard Mitigation Grant Program (HMGP) grant award. HMGP Sub-grantees must have a FEMA approved local hazard mitigation plan at time of obligation of funds. In order to ensure that plans are approved prior to a grant award being issued, all towns that do not have an updated Local Hazard Mitigation Plan are required to apply for funding to update their plans at the same time as they apply for funding to complete projects under the HMGP.

Although a municipality may apply for a planning grant and also a project grant concurrently, project grants will not be awarded unless a municipality has a fully approved Local Hazard Mitigation Plan prior to submission deadline.

*This package has been developed to assist prospective Sub-grantees in the preparation of Hazard Mitigation Grant Program (HMGP) applications. The package outlines the specific information required for the State and Federal government to review proposed mitigation activities.*

**Eligible Applicants:**

Eligible Applicants include State Agencies, Indian Tribal Governments, Local Governments/Communities and Private Non-Profit Organizations (PNP's). Upon award, the sub-applicant becomes the sub-grantee. (The State is the actual Applicant/Grantee)

**Instructions to Applicants:**

Contained within this application are instructions for filling out each of the forms in this grant application kit. If you need assistance in the preparation of your Sub-Application, please contact either Emily Pysh [emily.pysh@ct.gov](mailto:emily.pysh@ct.gov) or Gemma Fabris [gemma.fabris@ct.gov](mailto:gemma.fabris@ct.gov).

Information in this application is required. Please note that some information requires a signature from the official authorized to sign on behalf of the sub-applicant. Section N, at the end of this application, contains a worksheet the individual homeowner must fill out for either an acquisition/demolition, relocation or home elevation project and includes a list of required documents to be provided to the sub-applicant and attached to this application.

It is the sub-applicant's responsibility to work with the individual homeowner, assembling necessary documentation required for submittal. **Note: All contractual obligations and permits required for administering the project rest with the sub-grantee not the individual homeowner.**

HMGP Program Guidance is available from the FEMA library at: <http://www.fema.gov/hazard-mitigation-grant-program>

### **Types of Projects Which Are Eligible Under This Grant:**

Projects which mitigate or eliminate damage resulting from natural disasters are generally eligible under the Hazard Mitigation Grant Program (HMGP). The following types of projects are being targeted for HMGP funding by this grant:

- 1) **Local and State Hazard Mitigation Plans and Updates:** Planning projects may include state, regional or municipal hazard mitigation plans or updates. Note: A municipality must have an approved Local Hazard Mitigation Plan (either a stand-alone plan or as part of a Regional Plan) in order to receive a grant award. A grant application requires either an approved plan or the submission of a planning application concurrent with project application for HMGP funding
- 2) **Drainage/Road Reconstruction Projects:** The upsizing of culverts, installation of box culverts or clear span bridges and storm water drainage projects which mitigate flooding hazards to potentially large portions of the community, critical access routes or facilities.
- 3) **Projects that protect buildings from wind damage:** Projects can include installing window and/or door shutters, impact resistant glass, and/or installing hurricane clips to attach the roof to the walls of the building. In order to qualify for funding the building must be occupied and insurable against wind damage and have a past history of wind associated damage.
- 4) **Projects that protect flood prone homes or other insurable buildings:** Projects include the acquisition and demolition of flood prone structures located within Special Flood Hazard Areas (SFHA), home/building elevations (*must be primary residence*) to protect against flooding, or constructing small levees or berms to prevent water from entering a building. In order to qualify for funding the building must be occupied, and insurable against flooding. **Note: Large flood control measures are not eligible under the Hazard Mitigation Grant Program.**
- 5) **Other:** Projects may also include purchase of permanently installed generators at critical facilities, equipment and systems for the purpose of warning citizens of impending hazards and the use, evaluation and application of new, unproven mitigation techniques, methods, procedures or products.

### **The Role of Sub-Applicants in Selecting Projects:**

It is strongly recommended that communities define problem areas within their jurisdiction which may benefit from hazard mitigation. Sub-applicants should also be looking to their residents for projects such as purchasing and removing homes from the floodplain, elevating *primary* residences or utilities and installing storm shutters or hurricane resistant windows. The sub-applicants role in the HMGP is to serve as the applicant on behalf of homeowners or businesses in applying for the HMGP grant. Individuals and businesses are not eligible to apply for HMGP funds; however, an eligible sub-applicant may apply for funding to mitigate private structures on behalf of individual homeowners if it is found to be within the communities' best interest. *For additional clarification of roles and responsibilities within the Hazard Mitigation Grant Program please refer to: <http://www.fema.gov/hazard-mitigation-grant-program-hmgp/roles-local-community-state-and-fema-hazard-mitigation-grant>*

### **Cost Overruns:**

Please note that the Federal Emergency Management Agency (FEMA) and the Department of Emergency Services and Public Protection (DESPP) shall not be responsible for any cost overruns: **any cost overruns shall be the sole responsibility of the sub-grantee.**

**Letter of Intent:** All Sub-Applicants must submit a letter of intent prior to submittal of a Hazard Mitigation Grant Program application. The letter of intent should outline briefly the intended project and scope of work. *A sample copy of letter of intent may be downloaded from the DEMHS website at [www.ct.gov/demhs](http://www.ct.gov/demhs).*



# State of Connecticut

Division of Emergency Management and Homeland Security  
Fiscal Year 2012 Hazard Mitigation Grant Application FEMA DR-4023 & 4046-CT  
Additional Copies of this application kit are available by calling DEMHS at (860) 256-0900

1. Please submit all completed applications electronically via email to: [gemma.fabris@ct.gov](mailto:gemma.fabris@ct.gov) or [emily.pysh@ct.gov](mailto:emily.pysh@ct.gov)  
Additionally, please send one completed hard copy application, including all attachments to:  
ATTN: Gemma Fabris / Emily Pysh  
Hazard Mitigation Grant Program  
Division of Emergency Management & Homeland Security  
25 Sigourney Street, 6<sup>th</sup> Floor, Hartford, CT 06106

## APPLICANT INFORMATION AND DATA SHEET

1. Name of Municipality or Agency Applying For Subgrant:  
Town of Branford, CT

2. Total Project Cost:  
\$ 1,200,000 Please note that FEMA & DESPP shall not be responsible for any cost overruns. Cost overruns shall be the sole responsibility of the sub-grantee.

3. Point of Contact (Project Director) Name & Address:  
Name: Janice A. Plaziak Title: Town Engineer  
Organization: Town of Branford  
Street Address: 1019 Main Street, P.O. Box 150  
City, State, Zip: Branford, CT 06405  
Phone: 203-315-0606 Fax: 203-315-2188  
Email: [jplaziak@branford-ct.gov](mailto:jplaziak@branford-ct.gov)

4. Official Authorized to Sign for the Applicant:  
Name: James Cosgrove Title: First Selectman  
Organization: Town of Branford  
Street Address: 1019 Main Street, P.O. Box 150  
City, State, Zip: Branford, CT 06405  
Phone: 203-315-0606 Fax: 203-315-2188  
Email:

5. Street Address of Facility Being Mitigated:  
Street Address: 70-113 Linden Avenue  
City/Town: Branford  
State, Zip: Connecticut, 06405

6. Financial Officer of Municipality or Agency  
Name: James Finch Title: Finance Director  
Organization: Town of Branford  
Street Address: 1019 Main Street  
City, State, Zip: Branford, CT 06405  
Phone: 203-315-0663 Fax:  
Email: [jfinch@branford-ct.gov](mailto:jfinch@branford-ct.gov)

7. I, the undersigned, for and on behalf of the named municipality, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true

SIGNATURE OF AUTHORIZED OFFICIAL: X *James B. Cosgrove* DATE: 11/22/13

8. Applicant FEIN: 06-6001964

## FEDERAL SINGLE AUDIT INFORMATION

### ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS

- Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regards to the use of federal grant funds within 45 days of receipt of their audit report. This notification must identify the finding(s) / deficiencies and a corrective action plan for each.
- All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, within 45 days of the receipt of that report.

Please initial here *OC* to indicate that you have read and understood this requirement.

Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.

9. Applicant Fiscal Year End: June 30th

10. Date of Last Audit: 12/20/12

11. Dates Covered by Last Audit: 7/1 to 6/30/12

12. Date of Next Audit: 12/21/13

13. Dates to be Covered by Next Audit: 7/1 to 6/30/13

## Summary of Project Application

**Project Type:** *(check applicable category)*

- Acquisition     Elevation     Relocation     Culvert / Drainage     Wind Mitigation  
 Generator             other – slope stabilization

**Estimated Project Cost Share:**

Provide the project cost information (round figures to the nearest dollar). The maximum FEMA share for a HMGP project is 75%.

Funding Sources	Funding Amount	% of Total Costs
Federal	\$ 900,000	Maximum 75%
Non Federal (local share)	\$ 300,000	Minimum 25%
Total Project Cost	\$ 1,200,000	100%

<b>County:</b>	New Haven	<b>Congressional District:</b>	
<b>Fed Tax ID:</b>	06-6001964	<b>DUNS #:</b> 072121908	
<b>Project Title:</b>	Linden Avenue Coastal Resiliency Mitigation Project		

**Mitigation Plan Status & Information:** *(plan must meet requirements of 44 CFR Part 201)*

Does Community has an updated Local Hazard Mitigation Plan ? Yes ( X ) No ( )

**Note: If yes, please submit a copy of the adoption letter with this application.**

**( X ) Approved** (and Locally adopted) **on:** Completed and Pending approval **Date of expiration:**

**( ) No Plan<sup>1</sup>** A FEMA-approved hazard mitigation plan – consistent with 44 CFR Part 201 – is a pre-requisite for all FEMA mitigation grant programs.

**( ) Expired Plan<sup>1</sup>:** Date of Plan Expiration: \_\_\_\_\_

<sup>1</sup>All municipalities that do not have a currently approved Local Hazard Mitigation Plan must submit a planning application for the creation or updating of their Local Hazard Mitigation Plan to be considered for project application and award. Although a municipality may apply for a planning grant and also a project grant concurrently, project grants will not be awarded unless a municipality has a fully approved Local Hazard Mitigation Plan prior to submission deadline.

Briefly describe below how the proposed project is consistent with the goals, actions and strategies in the community's multi-hazard mitigation plan:

*Linden Avenue is the only access to about 400 homes. It is vulnerable to storm damage and slope erosion. The road also contains utilities such as natural gas pipelines, sanitary sewer pipelines and drinking water pipelines. Slope protection and resiliency of this road is a priority project in the Town's Hazard Mitigation Plan.*

**Project Location:**

Provide a brief description of the project location(s) below. Include GPS Coordinates of each structure to be mitigated, for embankment stabilization please give two sets of GPS Coordinates – each end for limit of work (each end of road) the name of the municipality and county, any intersecting streets and easily identified landmarks such as water bodies and structures.

*(Attach additional sheets if necessary)*

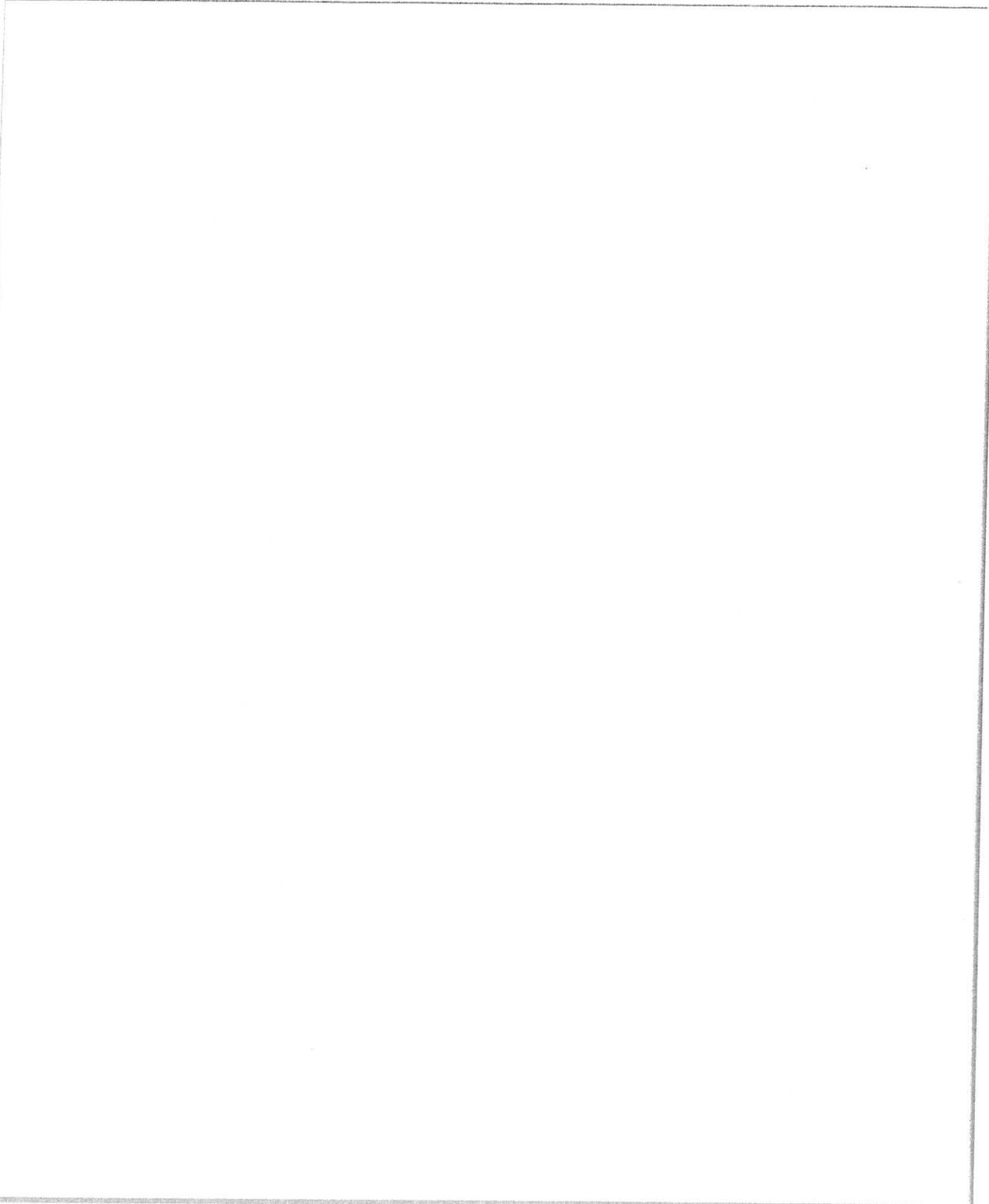
Project/Property Location:	GPS Coordinates:	
70-113 Linden Avenue, Branford, CT 06405	41.257518	-72.80384900000001
	41.255562	-72.80755899999997

**Project Location Description:**

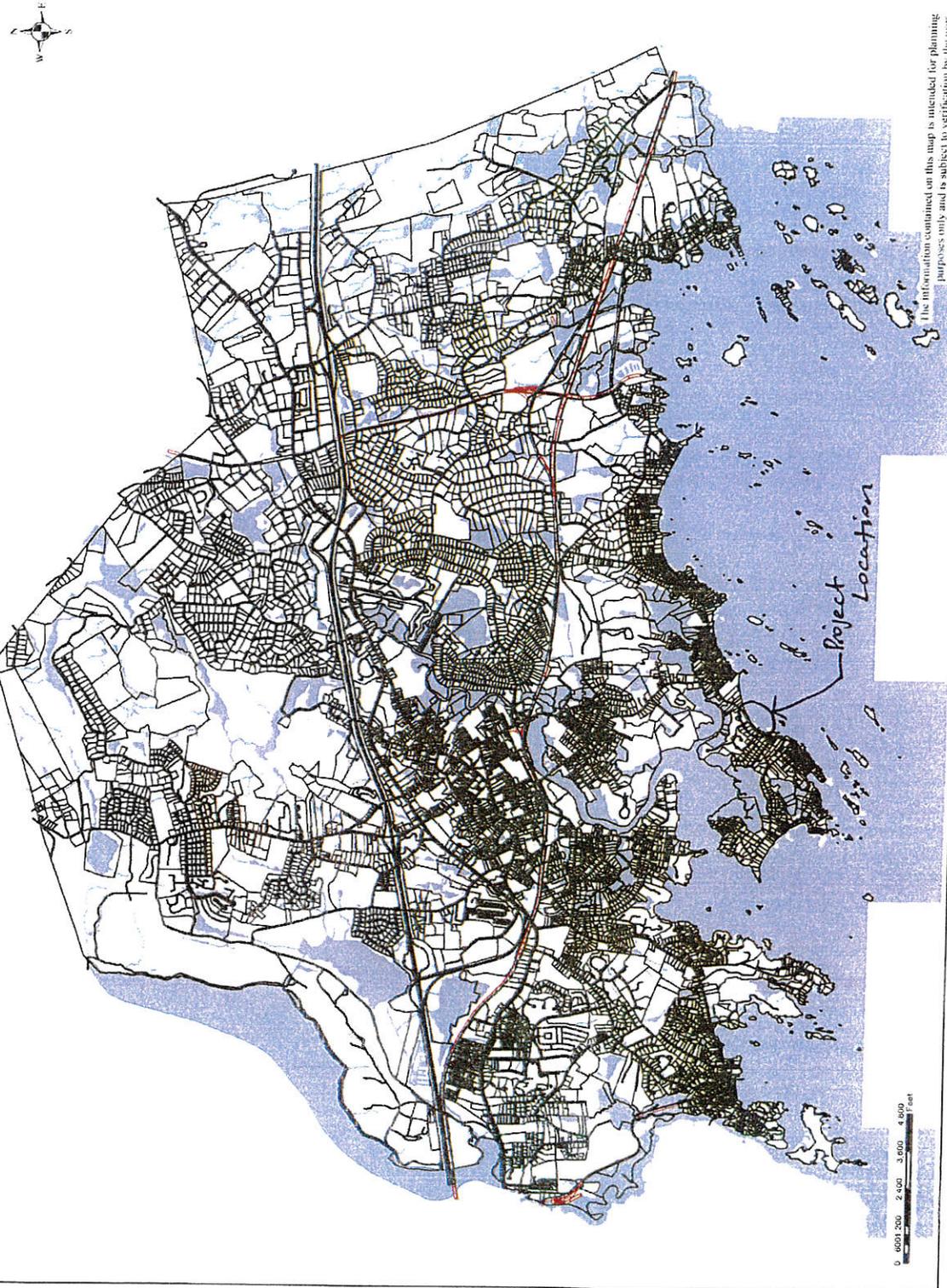
Linden Avenue between addresses 70 and 113 has a steep slope and seawall retained coastal exposure. The first approximately 800 feet of this exposure has a relatively short seawall of about 5 to 6 feet in height with about half of it being constructed of steel sheeting and the other half being constructed out of stone and concrete. The walls in this area hold the toe of a stone revetment up to the elevation of the road. There is documentation that supports severe damage to this area during the Hurricane of 1938 when a boardwalk used to exist along this coastal. This revetment area suffered severe damage in Hurricane Gloria in the 1980s and in Tropical Storm Irene in 2011 to the extent that the road was damaged down to only one lane being passable and utilities were in jeopardy of being compromised. The remainder of this area of coastal exposure of Linden Avenue is retained by a steep slope of soil, vegetation and large stone revetment which is showing signs of erosion. Part of this slope was damaged during Super Storm Sandy. This section of road ranges from elevation 23' to 29' with the base of the wall and slope at elevation 0' to 6'. The Town of Branford would like to mitigate the potential of erosion and wall failure that could occur with another large coastal storm. This section of road provides the only access into a peninsula that has about 400 homes and contains public water supply pipes, natural gas pipes and sanitary sewer pipes.

**Location Map:**

*Attach a Location Map in the space below which also clearly identifies- in writing- project location.*



Town of Branford



The information contained on this map is intended for planning purposes only and is subject to verification by the user.

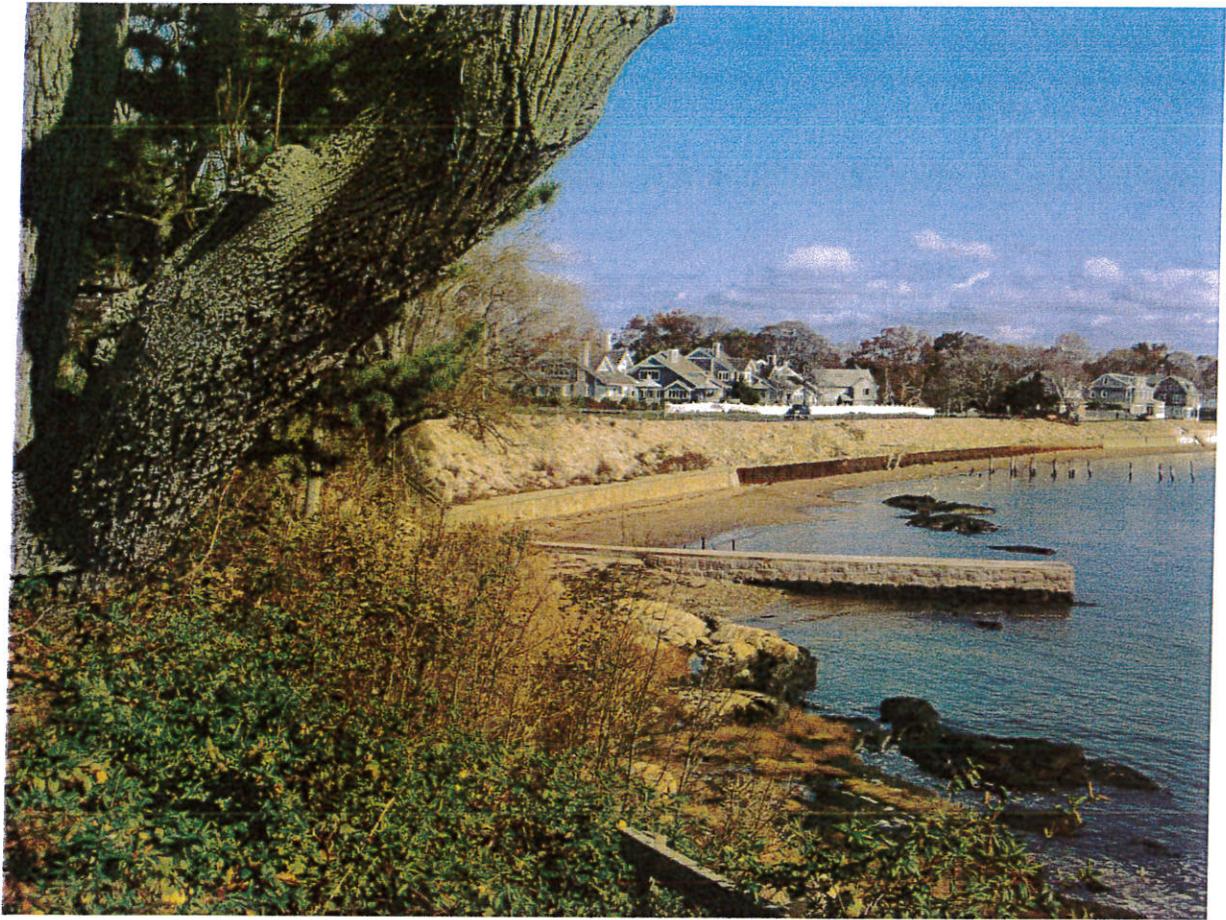
Project Location



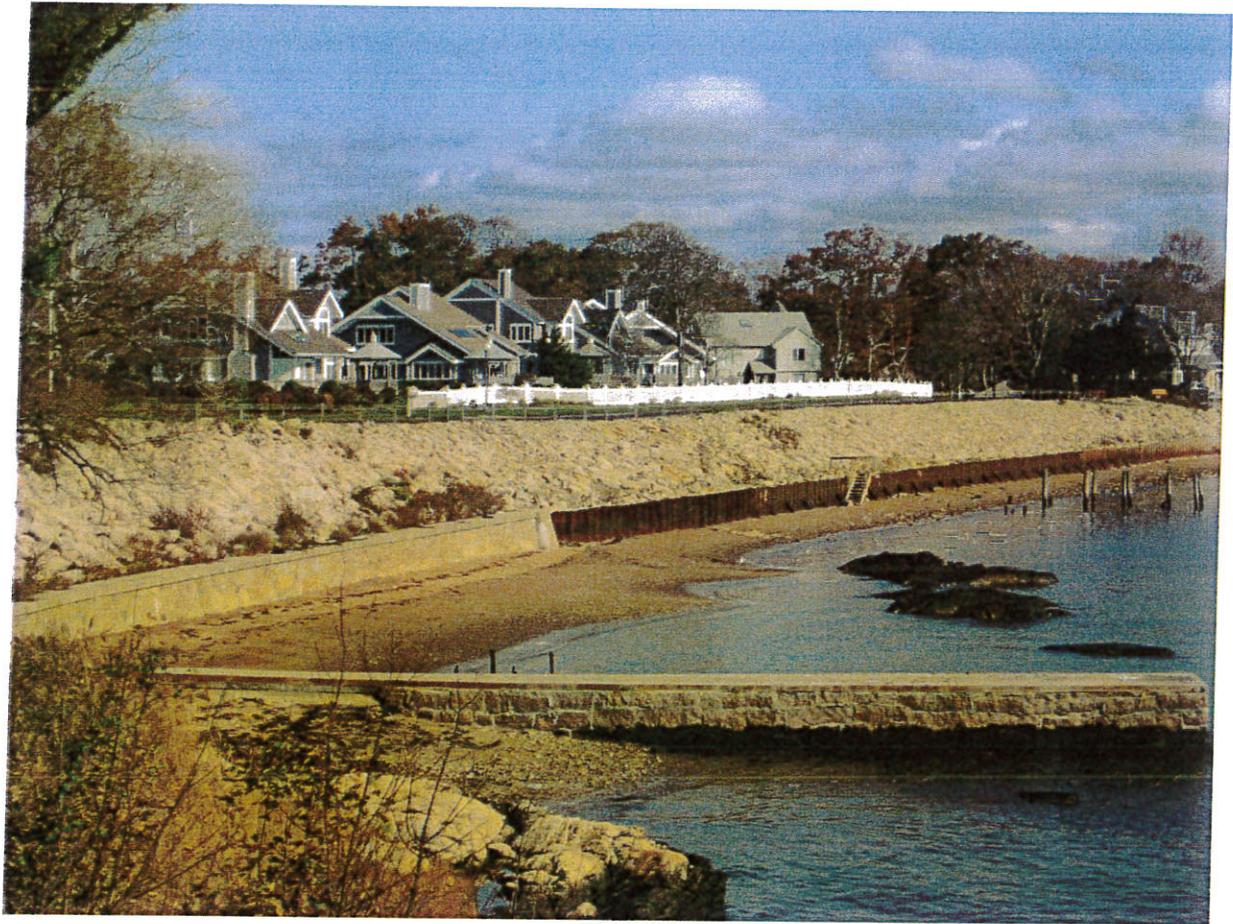
**Structure and Site Photos:**

*Attach color photos, from each angle, of structure or facility. (attach additional pages as necessary)*





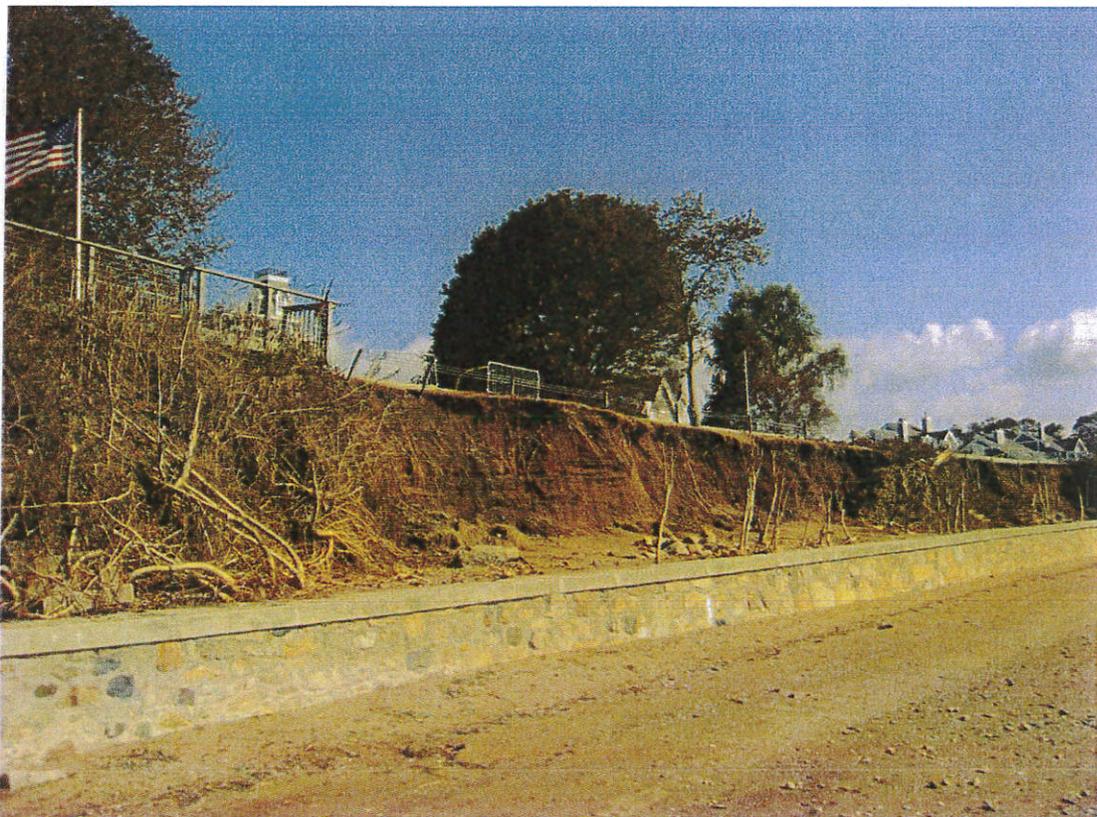




**Damage Description:** (description of existing conditions):

*Provide below a clear description of the existing conditions that your project is intended to mitigate. Provide a brief damage description, including the type of hazard and cause of the problem (e.g. flooding from the Johnson Brook), the frequency with which damages occur, and number of properties/roads affected. Include costs associated with past damage and repair and provide supporting documentation of such. Do not describe the proposed solution in this section.*

This project is to mitigate slope erosion from wave action and damage to the Town road. The slope and road has suffered severe damage according to known records in the Hurricane of 1938, Hurricane Gloria and Tropical Storm Irene in 2011. The slope also experienced severe erosion without damage to the road in Super Storm Sandy in 2012. The damage to the slope and road during Tropical Storm Irene totaled \$436,000. Half of the road was damaged for about 700' and the Town had to make an additional temporary lane on adjacent private property in order to maintain access to about 400 homes on the peninsula beyond the damaged area. The damage to the slope during Super Storm Sandy was repaired with temporary measures by the Linden Shores Association which owns this coastal property between the road right of way and mean high water. The repairs done to the various areas along Linden Avenue did not address mitigation and improvement. This project aims to mitigate future damage to the slope and road. The following pictures show damage to the slope above the stone wall and sheet piling wall after Irene and the third picture shows damage to the slope after Super Storm Sandy.







**Scope of Work** *(project description)*

*Provide a description below of the proposed project and the work to be accomplished:*

**This area includes adjacent sandy beaches and rocky shore fronts therefore different solutions for slope protection will be applicable depending on these conditions. The area damaged during Tropical Storm Irene is a slope along about 800' of sandy beach. This area has a low retaining wall which should be heightened to withstand wave action. Part of the wall is sheet piling and showing age, we propose to encapsulate this wall in concrete and then heighten by 3'. The other section of wall is a stone and concrete wall which will be heightened by 3' as well. The slope above the walls in this section will be retained as a stone revetment. The remaining area of this coastal exposure of about 400' currently has a mixed stone revetment and soil slope area with some outcroppings of rocky shorefront. A better constructed revetment will be necessary for establishing a fortified slope to retain the road in this area and withstand wave action during coastal storms.**

**Cost Estimate:** *You will need to attach a contract cost estimate for each structure/facility to be mitigated.*

*A cost estimate should provide detailed line item budget/cost estimate including narrative that describes all anticipated cost associated with the Scope of work for the proposed project. Sub-grantees are encouraged to be conservative when developing project cost estimates - grant award notification and ultimate project implementation/construction may be more than one-year after initial Sub-Application submission. Section E, Project Costs, provides a worksheet to be completed by the sub-applicant for this purpose.*

*The proposed project cost estimate should be as detailed as possible, including specific line item name, quantities, rates, units of measurement (SF, CY, LF, etc.), etc: all work required to implement the proposed mitigation activity. Sub-grantees should provide the source of the estimate (e.g. documented local cost, bids from qualified professionals, published national or local cost estimating guides). Costs may include:*

- Pre-Award Costs (see HMGP Program Guidance for eligible costs)
- Survey
- Design & Engineering
- Permitting
- Construction
- On-site Construction Management
- Site Preparation
- Erosion Control
- Project Close-out

*If 'in-kind' contributions of labor, materials or equipment devoted to the project are being claimed as part of the grant (soft) match, provide documentation of the basis for the valuation of the contributions. For equipment you may use FEMA equipment rates.*

*FEMA cannot fund contingency costs as part of a project budget. **Neither contingency nor escalation cost are permitted as individual line items in the cost estimate.** While "contingency line items" are not allowed, Sub-grantees may want to consider adjusting unit costs/quantities to reflect uncertainties in the cost estimate and/or unexpected construction conditions.*

**Note:** *For all projects, sub-applicant must follow Federal, state and local rules and regulations. All contractual obligations and permits required for administering any and all projects rest with the sub-grantee.*



**Match Funding Certification:**

*A match commitment letter signed by the sub-grantee, committing to the non-federal share and any ongoing or necessary maintenance is required for all projects and must accompany all applications. For private homeowner elevation/utility retrofit and acquisitions projects, where the non-federal share may be provided by the homeowner(s), an additional letter from each homeowner(s,) committing to the non-federal share and any ongoing or necessary maintenance must accompany each individual homeowner worksheet and be attached to the sub-grantees application.*

I hereby certify that the 25% local share of this project is available from:

( ) The individual homeowner/property owner(s) will provide the local match in its entirety.

***(Please include a match commitment letter from each individual homeowner committing to the non-federal share and any ongoing or necessary maintenance.)***

( x ) The Sub-grantee (municipality) will contribute the local matching share in its entirety.

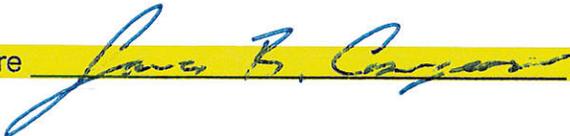
( ) Will be available within  3  months of submitting this project Sub-Application and will require the following action by the Sub-grantee:

Board of Finance and RTM approval will be necessary to appropriate the funds and could take 2-3 months for the approval process.

Describe the source of local share:

The Town of Branford would have to appropriate the necessary local matching funds that would in turn be paid for by general taxation.

Signature



Date

11/22/15

***(Please include a match commitment letter signed by the sub-grantee, committing to the non-federal share and any ongoing or necessary maintenance associated with this project.)***

**Alternatives:**

Attach an evaluation of two (2) feasible alternatives to the proposed project. A description of the alternative projects may include but is not limited to:

- A description of the work to be accomplished
- The pros and cons of that alternative
- A description of why this alternative was not selected
- The level of protection (in years) this alternative mitigation opportunity provides
- Estimated project costs

Note: A detailed scope, budget, and work schedule is not required for alternatives.

**Alternative #1:**

<u>Description:</u>	
<i>Do nothing and make repairs after the next storm and hope access is not completely cut off to the approximately 400 homes in the peninsula.</i>	
<u>Level of Protection (Years):</u>	0
<u>Estimated Project Cost:</u>	\$ 0

**Alternative #2:**

<u>Description:</u>	
<i>The Town could drive sheet piling about 2' off the edge of the road to protect the road from future erosion and allow for the remaining coastal land between the road and the Long Island Sound to be damaged and eroded.</i>	
<u>Level of Protection (Years):</u>	30
<u>Estimated Project Cost:</u>	\$ 2,200,000

**Work Schedule:**

Please provide a detailed work schedule and timeframe for the proposed project (attach a separate schedule or add additional lines as necessary below).

Make sure work schedule allows for grant administration [sub-grant contract execution, close-out, etc], final design and permitting, bidding and advertising, and unanticipated delays. Also consider construction season – FEMA award/performance period may occur during non-construction season. Be conservative and request more time than you think you need – you will not be penalized for completing the project sooner than the requested performance period. FEMA allows up to a three year performance period from the date of grant award.

Task	Months from Award	
	Start	Complete
Select design professionals through RFQ process, negotiate fee	January 2014	June 2014
Survey and design of erosion protection measures	July 2014	December 2014
Permitting through CTDEEP, Army Corps and Planning & Zoning	January 2015	September 2015
Advertise and Bid construction project	October 2015	January 2016
Construction of walls and revetments	February 2016	November 2016
Total estimated time for project completion:	<b>35</b>	(Months)

**Maintenance Agreement:**

*Please provide in box below a maintenance schedule description with associated cost, fill in and sign the agreement below:*

---

Maintenance should be minimal. Keep revetment areas free of substantial vegetation such as trees and seawall maintenance as needed.

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Maintenance Agreement

The \_\_\_\_\_ Town \_\_\_\_\_ of \_\_\_\_\_ Branford \_\_\_\_\_, State of Connecticut, hereby agrees that if it receives any Federal aid as a result of the attached project Sub-Application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub grantee's maintenance responsibilities following project award and to show the Sub grantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by any Federal law or regulation and which are in force on the date of project award.

Annual inspections should be documented and maintained by the Sub-grantee, since this would be essential in determining the eligibility of Federal funding for future damages arising at the project site.

To the best of my knowledge and belief, all data/information that is submitted within this Sub-Application is true and correct. I represent this Sub-grantee and am authorized by the governing body of this jurisdiction to sign on behalf of the sub-grantee, committing the Sub-grantee to this agreement.

Signature James B. Cozzare Date 11/22/13

**Other Funding Agencies**

Has this project been submitted to any other Federal agency as a possible source of funding?

Yes       No       Unknown

Has funding been approved for this project from any other Federal or State agency?

Yes       No

*If Yes, from either of the above, provide the following information:*

Agency:	
Address:	
Contact/Phone:	
Amount:	

**Environmental/Historic Preservation Information**

*The Sub-Grantee will need to identify the environmental permits anticipated for project implementation (local Conservation or Wetlands Commission approval, Historic Commission, etc.) and pull each applicable permit prior to implementation of project.*

Does your project affect or is it in close proximity to any buildings or structures 50-years or more in age?

Yes       No       Unknown

If 'yes' please describe:

*Several homes across from the project area along Linden Avenue are 50 years or older. No impacts are expected.*

Does your project involve the disturbance of ground?

Yes       No       Unknown

If 'yes' please describe the past use and dimensions of the area to be disturbed:

Slope adjacent to beach and coastal waters. Some disturbance to clear vegetation and build retaining walls and/or revetments.

Are State and/or Federally listed threatened or endangered species or their critical habitat present in the area affected by the project?

Yes

No

Unknown

If yes, please describe:

Flooding Source:

1. Name: Long Island Sound

2. Nationwide Rivers Inventory Designation (<http://www.nps.gov/rtca/nri/states/ma.html>):

Wild

Scenic

Recreational

Nationwide Rivers Inventory Designation (Continued)

Outstanding Resource Value:

Scenic

Recreational

Geologic

Fisheries

Water Quality

Historic

Cultural

Other

3. Is there a Flood Insurance Study (FIS) available for your community? Yes ( X ) No ( )

**Flood mitigation and drainage improvement project Sub-Applications must include a FIRMette or copy of the flood insurance rate map (FIRM). The project location and community panel number must be clearly identified.**

1. NFIP Community ID #(CID) 090073

2. Is the project located in a Special Flood Hazard Area (SFHA)? Yes ( X ) No ( )

3. Is the project *also* located in a Regulatory Floodway? Yes ( ) No ( X )

4. Based on the FIRM, indicate the flood zone(s) of the project site(s)

(e.g., A10, C, AE, V): VE

- 100-Year base flood elevation (BFE) at *(location)* is 14 Ft. NAVD 88
- Firm # and Date: 09009C0468J, July 8, 2013
- FEMA is required to publish a Public Notice for any project that has the potential to affect a wetland or floodplain. Provide the following about your community's official newspaper(s):

<b>Newspaper #1 Name</b>	<i>The Sound, Shore Publishing LLC</i>
<b>Address</b>	<i>724 Boston Post Road, Suite 202, Madison, CT 06443</i>
<b>Telephone</b>	<i>203-245-1877</i>

<b>Newspaper #2 Name</b>	New Haven Register
<b>Address</b>	legals@nhregister.com
<b>Telephone</b>	203-789-5454

**General Conditions**

The undersigned submits this Sub-Application to the State of Connecticut under the Federal Emergency Management Agency's **Hazard Mitigation Grant Program (HMGP)**, and does hereby certify that the Sub-grantee will fulfill all requirements of the program.

The undersigned acknowledges that actions initiated and or completed without fulfilling the specific documentation and procedural requirements of the National Environmental Policy Act (NEPA) may not be considered for FEMA funding.

The undersigned acknowledges that to retain eligibility for funding, the Sub-grantee may not initiate work on this project prior to FEMA and State approval. **No project application can be considered for FEMA funding if the project was initiated prior to the award of the Sub-grant from the Connecticut Division of Emergency Management and Homeland Security (DEMHS).** Furthermore, that as a condition of any project approval, the Sub-grantee acknowledges that they are responsible for obtaining all required permits and approvals (federal, state & local) prior to project initiation, including but not limited to obtaining easements, right-of-way access, etc. necessary for project implementation and long-term maintenance of the proposed mitigation activity. Copies of all permits are to be forwarded to DEMHS prior to project construction. Any modifications to the approved scope of work must be submitted to DEMHS and FEMA for approval. All site inspections and maintenance must be documented and maintained by the Sub-grantee, as this is essential in determining the eligibility of federal funding for future damages arising at the sites.

The undersigned acknowledges that other types of federal assistance that have been received for this project have been identified within this Sub-Application. In addition, all requests or anticipated requests for funding made to other federal agencies or sources are also identified within this Sub-Application.

Signature James B. Corcoran Date 11/22/13

## **Resources:**

Unified HMA Guidance: <http://www.fema.gov/library/viewRecord.do?id=4225>

Grant Applicant Resources: [http://www.fema.gov/government/grant/hma/grant\\_resources.shtm](http://www.fema.gov/government/grant/hma/grant_resources.shtm)

## **Engineering Case Studies by Project Type**

FEMA has developed sample engineering case studies to provide the types of information and data needed to ensure completeness of the sections of project applications affecting

engineering feasibility for several common mitigation measures. The Engineering Case Studies below are available from the FEMA Information Resources Library:

- [Minor Structural Flood Control Projects \(http://www.fema.gov/library/viewRecord.do?id=1863\)](http://www.fema.gov/library/viewRecord.do?id=1863)
- [Elevation \(http://www.fema.gov/library/viewRecord.do?id=1862\)](http://www.fema.gov/library/viewRecord.do?id=1862)
- [Acquisition \(http://www.fema.gov/library/viewRecord.do?id=1861\)](http://www.fema.gov/library/viewRecord.do?id=1861)
- [Wind Shutters \(http://www.fema.gov/library/viewRecord.do?id=1864\)](http://www.fema.gov/library/viewRecord.do?id=1864)
- [Non-Structural Seismic Retrofit \(http://www.fema.gov/library/viewRecord.do?id=1865\)](http://www.fema.gov/library/viewRecord.do?id=1865)
- [Structural Seismic Retrofit \(http://www.fema.gov/library/viewRecord.do?id=1866\)](http://www.fema.gov/library/viewRecord.do?id=1866)



**UNITED STATES  
DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
Standard Assurances**

Print out these forms and fill in by hand (Type written is preferred)

<b>FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>		O.M.B. No. 3067-0206 Expires February 28, 2007
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FOR FY <i>2013</i>	CA FOR (Name of Applicant) Town of Branford
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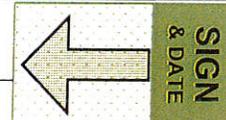
This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A. Assurances-Non-construction Programs.
- Part II  FEMA Form 20-16B. Assurances-Construction Programs.
- Part III  FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.
- Part IV  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

<i>James B. Cosgrove</i>	<i>First Selectman</i>
Typed Name of the Authorized Representative	Title
<i>[Signature]</i>	<i>11/22/13</i>
Signature of the Authorized Representative	Date Signed



**NOTE:** By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.

FEMA Form 20-16, FEB 04

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified**

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS**

**Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified**

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
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11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse)

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:</p> <p style="text-align: center;">year      quarter</p> <p>date of last report</p>
<p>4. Name and Address of Reporting Entity:</p> <p style="text-align: center;"><input type="checkbox"/> Prime      <input type="checkbox"/> Subaward</p> <p>Tier _____, if known:</p> <p>Congressional District _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime:</p> <p>Congressional District _____, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Registrant: (If individual, last name, first name, MI):</p>	<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		<p style="text-align: center;">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>



**FEDERAL EMERGENCY MANAGEMENT AGENCY  
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other 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 an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.

*(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)*

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug- free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

Check  if there are workplaces on file that are not identified here.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or





**BLAKESLEE · ARPAIA · CHAPMAN INCORPORATED**

200 NORTH BRANFORD ROAD, ROUTE 139 - P.O. BOX 835  
BRANFORD, CONNECTICUT 06405-0835  
TELEPHONE (203) 488-2500  
FAX (203) 488-4538  
FAX (203) 488-3997  
www.bac-inc.com

September 30, 2011

Town of Branford  
1019 Main Street  
Branford, CT 06405

ATTN: Janice Plaziak, PE  
Town Engineer

Ref. Linden Ave. Seawall Reconstruction  
"Budget" Proposal and Conceptual Design  
BAC Proposal 11-044

Ms. Plaziak:

We propose a **"Budget" Lump Sum Price of Seven Hundred Forty Thousand Dollars and No Cents (\$740,000.00)** to design and construct a seawall for the embankment at Linden Ave. where there was severe erosion from Hurricane Irene.

The proposed wall will be constructed as shown on the attached sections. We have measured approximately 110 LF of area where a complete structure is required. There is another 430 LF of existing sheet piling that can be modified and faced with concrete to match the wall. In addition, this proposal is based on a 5 foot high wall (above the beach), 4'-0" wide.

The breakdown of the budgeted pricing is:

1. 110 Lf complete structure: \$240,000.00
2. 430 Lf modify / face sheet piling: \$425,000.00
3. Engineering / Permits for construction: \$50,000.00

Should the town desire an additional height for the wall on the embankment side, we would design and build a 1'-0" wide x 3'-0" high backwall for an additional \$110,000 budget price.

We have previously submitted a price for permanent steel sheet piling in the area of #1 above (complete structure). If these are installed now and in place prior to wall construction, deduct \$40,000 for the budget for #1.

**GENERAL · MARINE · INDUSTRIAL CONSTRUCTION**

*An Equal Opportunity Employer*

September 30, 2011  
Page 2

Our price does not include excavating, hauling, or disposing of or handling any excavated materials that are polluted, contaminated or hazardous. Should we encounter any such materials, any handling of them will be considered extra work.

We do not include any payment or performance bond costs. Standard insurances will apply, a copy of a recent insurance certificate is attached. A Certificate of Insurance for this project will be provided upon award.

Blakeslee Arpaia Chapman is an experienced heavy and marine construction company. We are also a fully licensed design corporation in Connecticut.

With your acceptance of this proposal, we will commence with the design work. Design shall be invoiced as "Cost Plus" with the bulk of the design work being done in house at BAC. Upon approval for construction, we will resubmit pricing for the final design.

We thank you for the opportunity to quote this work. Please do not hesitate to call me at (203) 315-2132, if you have any questions about this proposal.

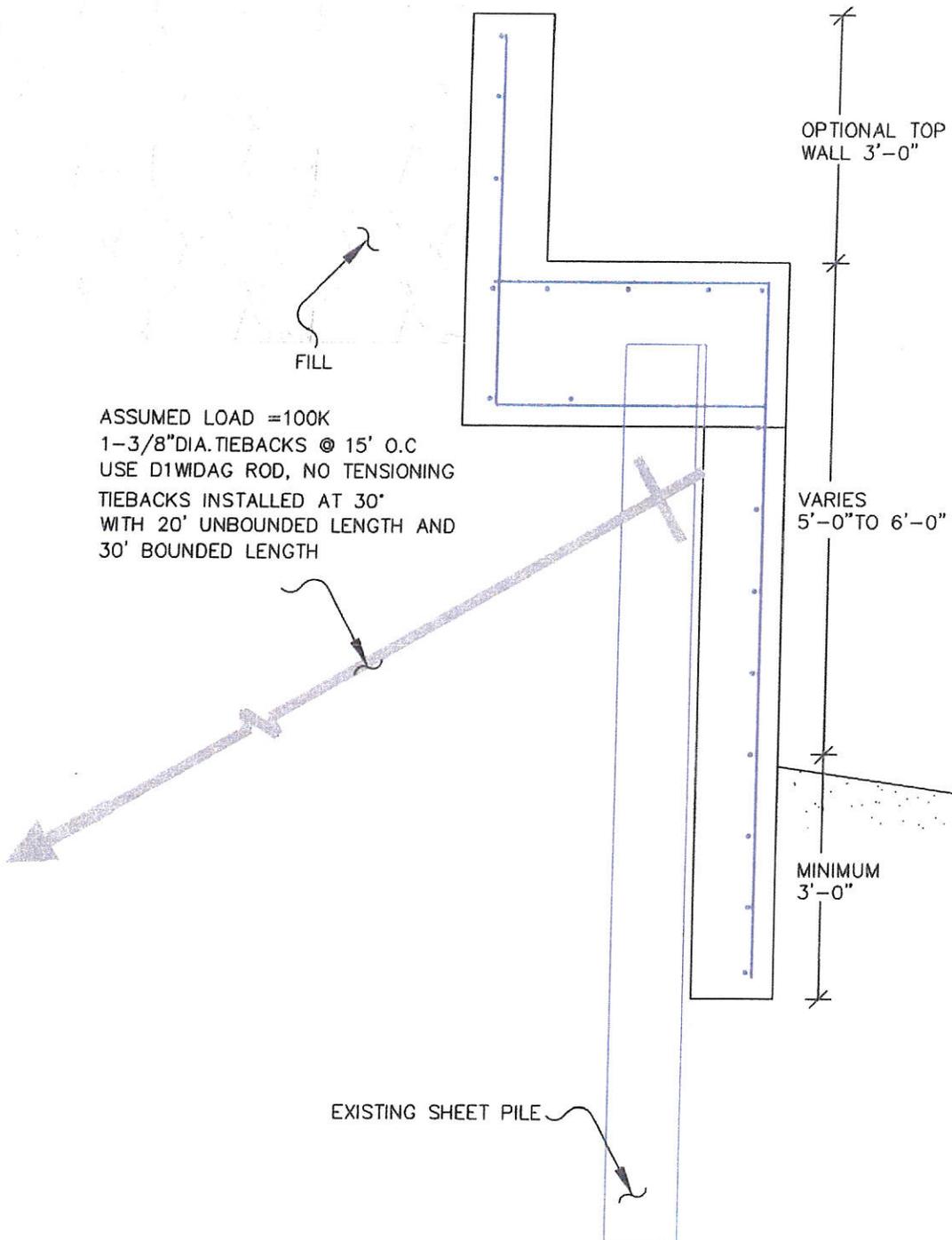
Very Truly Yours,

**BLAKESLEE ARPAIA CHAPMAN, INC.**



James P. Cooke  
Vice President Heavy Construction

enclosures



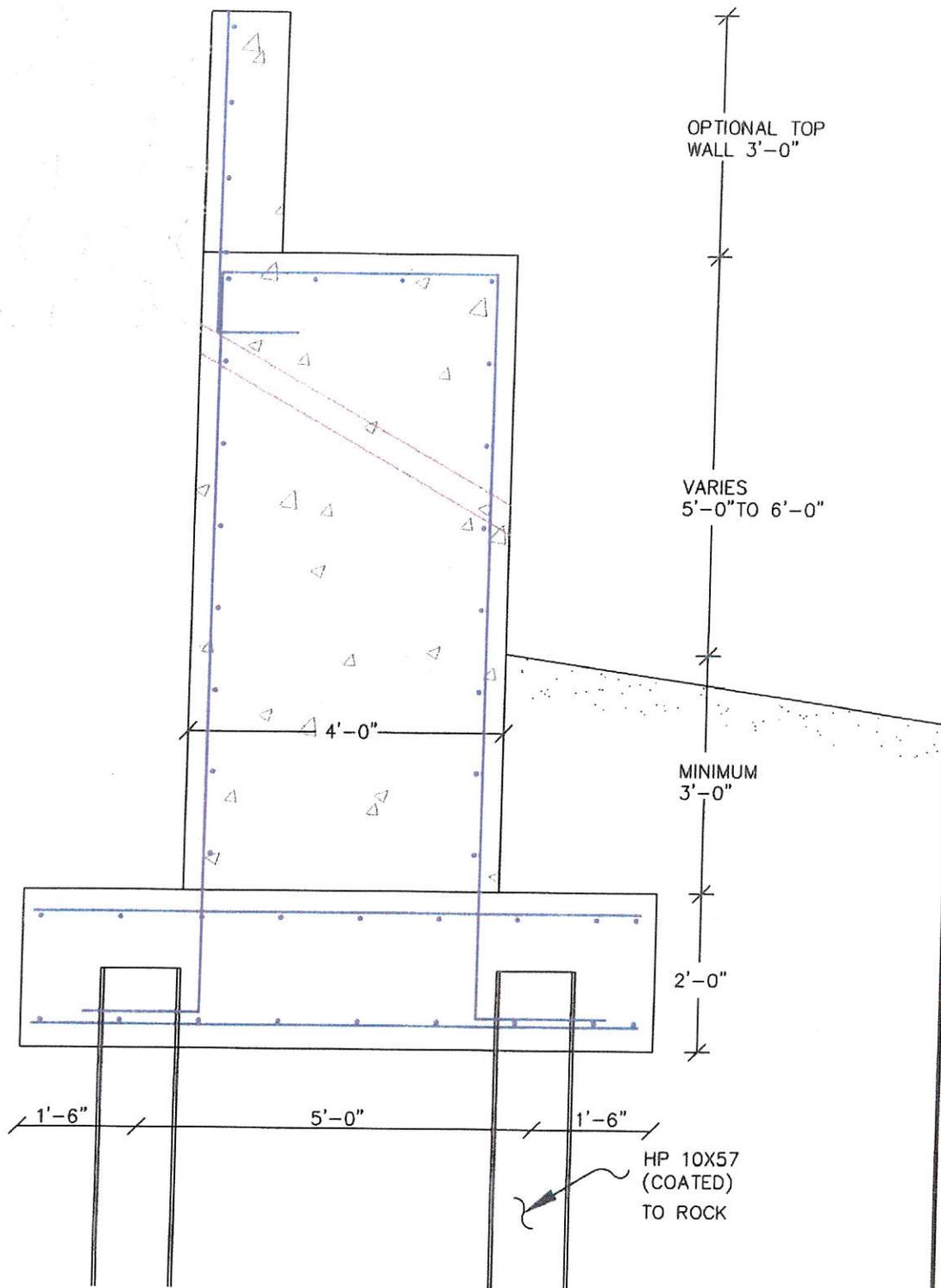
SECTION A-A AT EXISTING SHEET PILING

NOTES

ROCK IS @ 30'TO 45' DEEP  
 SOIL IS SAND (MOSTLY)  
 1'±TILL ON TOP OF ROCK

REV.	DESCRIPTION	BY	DATE
JOB NAME: PROPOSED SEA WALL LOCATION: LINDEN AVE. GRANFORD CT		DRAWN BY: RM	CHECKED BY: JC/DC
		SCALE: AS SHOWN	
		DATE: 9/26/11	
		JOB NUMBER	SHEET
DESCRIPTION:			46

STATION FOR EACH BURNING



SECTION B-B AT FULL WALL CONSTRUCTION

REV.	DESCRIPTION	BY	DATE
JOB NAME: PROPOSED SEA WALL		DRAWN BY: RM	CHECKED BY: JC/DC
LOCATION: LINDEN AVE. BRANFORD CT		SCALE: AS SHOWN	DATE: 9/26/11
DESCRIPTION:		JOB NUMBER	SHEET
			47



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



ATTACHMENT D

January 8, 2016

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

RECEIVED

JAN 19 2016

SELECTMAN'S OFFICE  
BRANFORD, CONN.

RE: FEMA-DR-4106-CT  
Hazard Mitigation Grant Program (HMGP) Project # 3-R  
Phase I – Engineering & Permitting; Linden Avenue Shoreline Stabilization  
Town of Branford, CT

Dear Selectman Cosgrove:

I am pleased to notify you that FEMA has approved Federal funding for the above referenced Hazard Mitigation Grant Program sub-grant project application (FEMA-DR-4106-CT-3-R) for the first phase of the Linden Avenue Shoreline Stabilization Engineering and Permitting, located in the Town of Branford, CT.

The Federal Emergency Management Agency (FEMA) has reviewed this project and determined the activities are eligible under HMGP. It is being approved as a phased project. Upon completion of Phase I, the project will be reviewed for eligibility for Phase II (construction activities).

The current total approved budget for the first phase of the project is \$128,400. Federal reimbursement is 75% of the total eligible costs based upon actual costs up to \$96,300, provided the sub-grantee adheres to the Scope of Work submitted within their approved application. Total estimated Federal share of the complete project is \$900,000 with the non-Federal match of \$300,000.

Enclosed are the related reporting compliance documents:

- General and Special Grant Conditions.
- Standard Reporting Schedule.
- Quarterly Report.
- Reimbursement Request Form.
- Record of Environmental Consideration.
- Approved Activities and Budget.
- Confirmation of Receipt of Grant Document.

**25 Sigourney Street, 6<sup>th</sup> floor, Hartford, CT 06106**  
Phone: 860.256.0800 / Fax: 860.256.0815  
*An Affirmative Action/Equal Employment Opportunity Employer*

- 2-

Please review the award carefully, sign and return two copies of the grant award notification along with all compliance documents and confirmation of receipt at your earliest convenience to:

Emily Pysh  
Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security  
Hazard Mitigation Grant Program  
25 Sigourney Street, 6<sup>th</sup> Floor  
Hartford, CT 06106 – 5042

You will be sent a fully executed copy for your files. DEMHS is pleased to join you in securing and protecting Connecticut's citizens and resources.

If you have any questions or require any additional information, please contact Emily Pysh at 860.256.0865 or via email at [emily.pysh@ct.gov](mailto:emily.pysh@ct.gov).

Sincerely,

A handwritten signature in black ink that reads "William P. Shea". The signature is written in a cursive style with a long horizontal line extending to the right.

William P. Shea  
Deputy Commissioner

cc:

Janice Plaziak, Town Engineer

**25 Sigourney Street, 6<sup>th</sup> floor, Hartford, CT 06106**  
Phone: 860.256.0800 / Fax: 860.256.0815  
*An Affirmative Action/Equal Employment Opportunity Employer*



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



**NOTICE OF SUB-GRANT AWARD**

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Hazard Mitigation Grant Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

**Sub-Grantee** Town of Branford  
**Address** 1019 Main Street, P.O. Box 150  
**City/State/Zip** Branford, CT 06405  
**Town Code**  
**State Agency Code**  
**Federal Employer ID No.** 06-6001964

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**DEMHS Grant No.** FEMA-DR-4106-CT-3-R  
**Project Title** Phase 1- Engineering & Permitting, Linden Ave Shoreline Stabilization, Branford, CT  
**Date of Award** January 7<sup>th</sup>, 2016  
**Period of Award** **From:** 1/7/2016 **To:** 1/7/2019  
**Amount Of Award** **Federal:** \$96,300  
**State Match:** \$0 **Sub-Grantee Match:** \$32,100

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**Total Budget** \$ 128,400

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**Fed Grant No.:** FEMA-DR-4106-CT-3-R **CFDA No.:** **Sub-Grantee Fiscal Year** **From:** July 1 **To:** June 30

*My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:*

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.
3. I have identified, as indicated below, a municipal Point of Contact.

BY: \_\_\_\_\_  
Signature of Authorized Official Date

---

\_\_\_\_\_ Municipal Designated Point of Contact  
Typed Name and Title of Authorized Official (responsible for day to day implementation of project)

*FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION*

BY: \_\_\_\_\_  
Signature of Authorized Official Date

---

William P. Shea, Deputy Commissioner  
Name and Title of Authorized Official

**SUMMARY DESCRIPTION OF FUNDING**

*Through this accord, the Town of Branford will use Federal grant funding in the estimated amount of \$96,300 from the Hazard Mitigation Grant Program for the first phase, Engineering & Permitting, of the Linden Avenue Shoreline Stabilization, located within the Town of Branford, CT. The current total approved budget for this phase of the project is \$96,300. Federal reimbursement is 75% of the total eligible costs up to \$96,300, provided the sub-grantee adheres to the Scope of Work submitted within their approved application. Total estimated Federal share of the first phase of the project is \$96,300 with the non-Federal match of \$32,100. A maximum of 1% of the total actual Federal share of project funds can be claimed for project management costs upon completion of the project. The goal of the Hazard Mitigation Grant Program is to reduce the risk of damage from future natural disasters.*

## GENERAL GRANT CONDITIONS

### **SECTION 1: Grant Funds.**

Grant funds shall be obligated on a reimbursement basis only and will not be paid out subsequent to the termination date of the grant period. The sub-grantee agrees to expend the grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of the Hazard Mitigation Grant Program.

### **SECTION 2: Fiscal Control.**

The sub-grantee shall establish and maintain audit quality accounting records, policies and procedures to assure sound fiscal control, effective management and proper disbursement of grant funds. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

### **SECTION 3: Quarterly Reports.**

The sub-grantee must submit quarterly progress reports to DESPP/DEMHS, even if no progress has been made on this project, so they can be reviewed and provided to FEMA. Reimbursement may be withheld by DESPP/DEMHS until complete and timely quarterly reports are received and approved. All permits must be obtained and forwarded to DESPP/DEMHS before any work begins.

### **SECTION 4: Changes in Scope of Work.**

If it becomes necessary for the sub-grantee to deviate from the scope of work as identified in the approved sub-grant award, the sub-grantee must notify DESPP/DEMHS as soon as this is known but in any event, prior to commencement of new scope of work. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing. Failure to do so could jeopardize Federal funding. 44 CFR 13.30(c)(2)

### **SECTION 5: Deadlines and Extensions.**

FEMA regulations require sub-grantees to complete project work by date as identified on the Sub-Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding.

### **SECTION 6: Disallowed Costs.**

If it is determined at any time during the course of this project that funds have been provided for work that falls outside of the approved scope of work, project costs may be disallowed. In this event the sub-grantee agrees to return the disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days after determination has been made.

### **SECTION 7: Funding Limitation.**

Funding of this project in no way obligates DESPP/DEMHS to fund the project in excess of this grant, beyond the period of this grant, or in future years.

### **SECTION 8: Retention of Records and Records Accessibility.**

- 8.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 8.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 8.3. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the sub-grantee or its subcontractors or sub-grantees pertaining to work performed under this agreement. The State will give sub-grantee or such sub-subcontractor or sub-grantee at least twenty-four hours' notice of such intended examination. At the State's request, the sub-grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the sub-grantee. The sub-grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

**SECTION 9: Audits.**

- 9.1. In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the sub-grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the sub-grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee received State Financial Assistance from DESPP/DEMHS for this grant and it is the only State Financial Assistance that the sub-grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the sub-grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and nonprofit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee receives Financial Assistance under only one Federal program. For audit purposes, State or sub-grantee match funds as identified on the Notice of Sub-Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the sub-grantee shall participate in the selection, award or administration of a contract, subcontract, sub-grant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employed is related to any of the foregoing persons.

**SECTION 11: Nondiscrimination and Affirmative Action.**

- 11.1. The sub-grantee agrees and warrants that in the performance of the grant such grantee 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee 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.
- 11.2. The sub-grantee 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, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The sub-grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

- 11.4. The sub-grantee agrees and warrants that in the performance of the grant such grantee 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.
- 11.5. The sub-grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The sub-grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The sub-grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the sub-grantee agrees and warrants that the sub-grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the sub-grantee's good faith efforts shall include but shall not be limited to the following factors: The sub-grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The sub-grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; 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.
- 11.10. The sub-grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The sub-grantee 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 Connecticut General Statute section 46a-56; provided, if such sub-grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the sub-grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**SECTION 12: Executive Orders.**

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is

incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.

- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

**SECTION 13: Americans with Disabilities Act.**

This section applies to those sub-grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The sub-grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the sub-grantee to satisfy this standard either now or during the period of the sub-grant as it may be amended will render the grant voidable at the option of the State upon notice to the sub-grantee. The sub-grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the sub-grantee to be in compliance with this Act.

**SECTION 14: Independent Contractor.**

The sub-grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DEMHS/DESPP of the contractor's identity and ensure that all proper Federal, state and local procurement rules and regulations are followed.

**SECTION 15: Federal Compliance and Assurances.**

If the sub-grantee receives any federal funds in this sub-grant as identified on the Notice of Grant Award, the sub-grantee and all its sub-grantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this sub-grant. Sub-grantees must comply with all HMGP requirements, grant management procedures in 44 CFR Part 13, the sub-grant agreement, and applicable Federal, state, and local laws and regulations.

**SECTION 16: Non-Supplanting.**

- 16.1. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees that these sub-grant funds will be used so as to supplement and increase,

but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and Federal funds.

- 16.2. The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

**SECTION 17: Additional Federal Conditions.**

If the sub-grantee receives any Federal funds in this sub-grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the Federal grantor agency to DEMHS/DESPP and which are hereby made a part of this sub-grant award.

**SECTION 18: Indemnification.**

The sub-grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the sub-grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the sub-grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Sub-Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The sub-grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the sub-grantee. The State shall give to the sub-grantee reasonable notice of any such Claim. The sub-grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

**SECTION 19: Insurance.**

The sub-grantee agrees that while performing any service specified in this sub-grant, the sub-grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DESPP/DEMHS prior to the performance of services.

**SECTION 20: Special Grant Conditions.**

The sub-grantee agrees to comply with the attached Special Sub-Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

## SPECIAL SUB-GRANT CONDITIONS

1. The sub-grantee, including all other recipients of assistance under the sub-grant, whether by contract, subcontract, or sub-grant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The sub-grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
2. It will be the sole responsibility of the sub-grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this sub-grant application and sub-grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any Federal and state law, court rules, or rules of professional conduct applicable to the work performed by the sub-grantee.
3. The sub-grantee shall comply with the following statutes and regulations:
  - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - Title VI of the Civil Rights Act of 1964, as amended;
  - 28 C.F.R. Part 42, Subparts C, D, E;
  - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
  - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
  - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
  - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
4. The sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The sub-grantee also specifically assures and certifies that:
  1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
  2. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
  3. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
  4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
  5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.) and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
  6. It will comply (and we require any sub-grantee's or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for

faith-based and community organizations).

7. If a governmental entity:
  - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

5.

#### **Environmental Review Project Conditions**

1. If ground disturbing activities occur during implementation, the sub-applicant (sub-grantee) will comply with Connecticut General Statutes 10-389 and monitor excavation activity and if any artifacts or human remains are found during the excavation process all work is to cease. (a) Notwithstanding the provisions of sections 7-67 and 7-69, The applicant will notify the State Archaeologist, DEMHS, FEMA and the State Historical Preservation Officer.
2. The sub-applicant (sub-grantee) must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos or other routinely encountered material the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA. The sub-applicant (sub-grantee) must also contact the relevant agency with authority for regulation of the material.
1. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.

# ABBREVIATED RECORD OF ENVIRONMENTAL CONSIDERATION

See 44 Code of Federal Regulation Part 10.

**Project Name/Number:** Linden Avenue Shoreline Stabilization (Phase I)

**Project Location:** Branford, CT

**Project Description:** Finalize BCA, engineering, design and permitting for project to stabilize shoreline abutting Linden Avenue, the sole road into neighborhood of approximately 400 residences.

## HISTORIC BUILDINGS AND STRUCTURES

- No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
- Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
- Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
- Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
- Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
- No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
- Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
- Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required  Yes (see section V)  No **(Review Concluded)**

Comments: CATEX 44 CFR 10.8(d)2)(ii)

Correspondence/Consultation/References:

## ARCHEOLOGICAL RESOURCES

- Project affects only previously disturbed ground. **(Review Concluded)**
- Project affects undisturbed ground.
- Project area has no potential for presence of archeological resources
- Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
- Project area has potential for presence of archeological resources
- Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)  
Are project conditions required  Yes (see section V)  No **(Review Concluded)**
- Determination of historic properties affected
- NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).  
Are project conditions required  Yes (see section V)  No **(Review Concluded)**
- NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
- No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)  
Are project conditions required?  Yes (see section V)  No **(Review Concluded)**
- Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
- Resolution of Adverse Effect completed. (MOA on file)  
Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Comments: CATEX 44 CFR 10.8(d)2(ii)

Correspondence/Consultation/References:

### **THREATENED AND ENDANGERED SPECIES**

No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**

Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.

No effect to species or designated critical habitat. (See comments for justification)

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Likely to adversely affect species or designated critical habitat

Formal consultation concluded. (Biological Assessment and Biological Opinion on file)

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

Comments: Phase I of project will not impact any threatened and endangered species

Correspondence/Consultation/References: Project description

### **E.O. 11988 – FLOODPLAINS**

No Effect on Floodplains/Flood levels and project outside Floodplain - **(Review Concluded)**

Located in Floodplain or Effects on Floodplains/Flood levels

No adverse effect on floodplain and not adversely affected by the floodplain. **(Review Concluded)**

Are project conditions required?  Yes (see section V)  No **(Review Concluded)**

Beneficial Effect on Floodplain Occupancy/Values **(Review Concluded)**

Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment

8 Step Process Complete - documentation on file

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

Comments: Phase I of project will not affect any floodplain values.

Correspondence/Consultation/References: Project description

### **E.O. 11990 – WETLANDS**

No Effects on Wetland(s) and project located outside Wetland(s) - **(Review Concluded)**

Located in Wetland or effects Wetland(s)

Beneficial Effect on Wetland - **(Review Concluded)**

Possible adverse effect associated with constructing in or near wetland

Review completed as part of floodplain review

8 Step Process Complete - documentation on file

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

Comments: Phase I of project will not affect any wetland values.

Correspondence/Consultation/References: Project description

### **E.O. 12898 - Environmental Justice for Low Income and Minority Populations**

No Low income or minority population in, near or affected by the project - **(Review Concluded)**

Low income or minority population in or near project area

No disproportionately high and adverse impact on low income or minority population- **(Review Concluded)**

Disproportionately high or adverse effects on low income or minority population

Are project conditions required?  YES (see section V)  NO **(Review Concluded)**

*Comments:* Phase I of roject will have no disproportionate effects on the local population.  
*Correspondence/Consultation/References:* Project description

**OTHER RELEVANT LAWS AND ENVIRONMENTAL REGULATIONS**

- No impacts to other substantive laws/Executive Orders identified. Review concluded.
- Other applicable substantive laws/Executive Orders. (Identify law/E.O. and conditions if any below).

Identify relevant law or regulations, resolution and any consultation/references

No extraordinary circumstances as described in 44 CFR 10.8(d)(3) were identified during project review.

**REVIEWER AND APPROVALS**

FEMA Environmental Reviewer.

Name: Chris Rolleston

Signature Chris Rolleston . Date 12.3.15 .

## Approved Activities and Budget

The following activities are approved for funding with this obligation:

- Survey
- Ecologic Studies
- Geotechnical Investigations
- Engineering and Design
- Permitting

### Budget

Linden Avenue Coastal Resiliency					Quantity	Unit	Cost per unit		Cost
Hazard Mitigation Grant Application 2013									
Modify sheet piling wall with concrete encapsulation					540	lf	1040		\$561,600
Add 3' height to walls					800	lf	325		\$260,000
Stone revetment slope stabilization					400	lf	625		\$250,000
Engineering and permits – Phase I									\$128,400
						Total cost			\$1,200,000

Standard Reporting Schedule  
for DESPP/DEMHS  
Hazard Mitigation Grant Program Sub-Grantees

**Reimbursement Requests:**

Please prepare all project documentation, including invoices showing paid, contract estimates and personnel wages, including benefits, if applicable, and submit with your reimbursement request. All documentation must be accurate, complete, up to date and consistent with the approved Scope of Work. An HMGP project manager may then schedule a reconciliation meeting with FEMA, which can include a site inspection, prior to approving any reimbursement request. Reimbursement requests may be submitted in conjunction with Quarterly Reports. A fillable Reimbursement Request may be found on the DEMHS Web Site or requested from your project manager.

**Note:** Failure to properly document project costs may result in delay or loss of Federal funding.

**Quarterly Reports:**

Quarterly Reports are due to DESPP/DEMHS 15 days after the calendar quarter ends.

For the quarter ending 3/31	are due 4/15
For the quarter ending 6/30	are due 7/15
For the quarter ending 9/30	are due 10/15
For the quarter ending 12/31	are due 1/15

**Closeout:**

When project is complete, please prepare all remaining project documentation for final cost reconciliation. All documentation for closeout must be accurate, complete and up to date. Failure to properly document project costs may result in loss of Federal funding. When you have your project documentation, please notify your Hazard Mitigation Grants Program project manager, who will schedule a reconciliation meeting with FEMA, which may include a field inspection.

**Please mail Quarterly Reports, Reimbursement Requests and all supporting documentation to:**

Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security  
Attention: Hazard Mitigation Grant Program  
25 Sigourney Street, 6<sup>th</sup> Floor, Hartford, CT 06106-5042



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



**Quarterly Progress Report**

Sub-Grant No.:  
Sub-Grant Title:  
Sub-Grantee:  
Period Covered: \_\_\_\_\_ to

---

Name of Person Submitting Report:  
Title:  
Address:  
Phone:  
Email:

Signature: \_\_\_\_\_

- 
1. **Briefly summarize project activities for this quarter.**
  
  2. **Is the project on schedule?**  Yes.  No.  
**If not, why?**
  
  3. **Is the project adhering to the original scope of work?**  Yes.  No.  
**If not, why?**
  
  4. **Are there any potential changes in the scope of work or cost over runs projected?**  
 Yes.  No.  
**If so, explain:**
  
  5. **Estimated project completion date:**



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY  
**HMGP**



**Reimbursement Request**  
(Revised January 2014)

Municipality/Agency:  
Address:

DEMHS USE ONLY
Received:
DPS
33:
PO#:

Grant Number:

**For sub-grantees, a separate reimbursement request is required for each project.**

Amount of reimbursement requested: \$ \_\_\_\_\_  
( 75% Federal Share)

*Attach all supporting documentation (invoices, itemized proof of payment, time & attendance sheets etc. which support claim).*

Match Funding source:

Match Funding Amount: \$ \_\_\_\_\_  
( 25% non-Federal Share)

*Attach all supporting documentation which supports non-Federal share expenditures to date. This is for verification purposes only.*

**Mandatory:** Please describe project activities that were completed for which reimbursement is requested:

Reimbursements will be payable directly to the municipality and mailed to the address on record for the office of the chief executive Officer.

**Signatures required:**

\_\_\_\_\_ **Point of Contact or Sub-Grant Project Director**                      \_\_\_\_\_ **Chief Executive Officer or Sub-Grant Financial Officer**                      \_\_\_\_\_ **Date**

DEMHS STAFF ONLY							
HMGP Program Staff Initials & Date			Fiscal Unit Initials & Date			DEMHS Manager Initials & Date	
Verified Amount	Fund	Department	SID	Program	Account	Project/Grant	Budget Ref.

**Please mail this form and all supporting reimbursement documents to:**

**Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security  
Attention: Hazard Mitigation Grant Program  
25 Sigourney Street, 6<sup>th</sup> Floor, Hartford, CT 06106-5042**

## CONFIRMATION OF RECEIPT OF GRANT DOCUMENTS

Please confirm receipt of attached grant documents by checking boxes and signing below:

- General and Special Grant Conditions
- Record of Environmental Consideration
- Standard Reporting Schedule
- Quarterly Reporting Form
- Reimbursement Request Form
- Approved Activities and Budget

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Signature of Chief Executive Officer

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Date