

*Robert J. Beck*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
MAY 21, 2013

2013 MAY 16 A 8:35

TOWN CLERK  
EAST HARTFORD

**7:00 P.M. Executive Session**

=====  
**Announcement of Exit Locations (C.G.S. § 29-381)**

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. May 7, 2013 Executive Session/Blanks
  - B. May 7, 2013 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Responses to Questions Asked of Administration:
    1. Fire Truck for Rent
    2. Manhole Covers – Oak and Brewer Streets
7. OLD BUSINESS
8. NEW BUSINESS
  - A. CDBG 39<sup>th</sup> Program Year Action Plan
  - B. Flood Protection System Rehabilitation:
    1. Contract Authorization – Bulkhead Replacement Project (Construction)
    2. Contract Authorization – Bulkhead Replacement Project (Inspection)
    3. Civil Work & Closure Structure Repair – Contract Amendment #1
  - C. U.S. Department of Agriculture/University of Connecticut Grant: Childhood Obesity Prevention
  - D. Bid Waiver: East Hartford Police Department re: Commission on Accreditation for Law Enforcement Agencies – Sole Source Vendor
  - E. Refund of Taxes
  - F. Referral to Fees Committee: Lease Renewals – “Circle of Life: Arts for All” and St. Isaac Jogues Church Parking Lot
  - G. Outdoor Amusement Permit Application: East Hartford Rotary Charitable Fund Duck Race
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Brenda Rose v. Town of East Hartford – Superior Court case
  
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next meeting: June 4, 2013)

*Robert J. Paack*

2013 MAY 13 A 8:24

TOWN COUNCIL MAJORITY OFFICE

MAY 7, 2013

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader  
Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I.  
Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Esther B.  
Clarke

ALSO  
PRESENT Scott Chadwick, Corporation Counsel

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:13 p.m.

MOTION By Eric Thompson  
seconded by Bill Horan  
to **go into** Executive Session to discuss the case of Ronald Blanks v.  
Town of East Hartford, Docket No. HHD-CV-10-6016393-S.  
Motion carried 9/0.

MOTION By Eric Thompson  
seconded by Bill Horan  
to **go back to** Regular Session.  
Motion carried 9/0.

ADJOURNMENT

MOTION By Eric Thompson  
seconded by Bill Horan  
to **adjourn** (7:23 p.m.)  
Motion carried 9/0.

Attest

*Richard F. Kehoe*

Richard F. Kehoe  
Town Council Chair

*Robert J. Rossi*

EAST HARTFORD TOWN COUNCIL

2013 MAY 13 A 8:24

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

MAY 7, 2013

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Esther B. Clarke

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:53 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) spoke on the issue of the contract for the East Hartford Golf Course; (2) indicated that her remarks on the recent Zoning Board of Appeals appointee as stated in the April 16, 2013 minutes were not entirely accurate; and (3) spoke to parking problems on her street.

RECOGNITIONS AND AWARDS

Building Safety Month

Mayor Leclerc read the following proclamation:

*Building Safety Month — May, 2013*

*Whereas, our Town's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

*Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, trades people, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

*Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

*Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, flooding and earthquakes, and;*

*Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

*Whereas, "Building Safety Month: Code Officials Keep You Safe" the theme for Building Safety Month 2013, encourages all Americans to raise awareness of the importance of building safety; green and resilient building; pool, spa and hot tub safety; backyard safety; and new technologies in the construction industry. Building Safety Month 2013 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and;*

*Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.*

*NOW, THEREFORE, I, Marcia A. Leclerc, Mayor of the Town of East Hartford, do hereby proclaim the month of May 2013 as Building Safety Month.*

Mayor Leclerc credited Greg Grew, Inspections and Permits Director, with spearheading a program on May 29<sup>th</sup> which will be held at the East Hartford Community Cultural Center that will showcase the role the town's building officials – including the Fire Marshal – play in creating a safe environment for all its residents.

Mayor Leclerc (1) indicated that 48 Branch Drive will be donated to Habitat for Humanity; (2) announced that the recent St. Francis Care brochure applauded the town's EMS service; (3) stated that as part of being a Heart Safe Community, all of the town's directors and approximately 40 employees have attended CPR training classes; and (4) the new Firehouse on Brewer Street has been awarded the Gold LEED certification – the first firehouse in the state of Connecticut to obtain this status.

## APPROVAL OF MINUTES

### April 16, 2013 Executive Session – as corrected

MOTION      By Barbara Rossi  
                  seconded by Eric Thompson  
                  to **approve** the minutes of the April 16, 2013 Executive Session as  
                  corrected on April 23, 2013.  
                  Motion carried 9/0.

### April 16, 2013 Regular Meeting

MOTION      By Barbara Rossi  
                  seconded by Pat Harmon  
                  to **approve** the minutes of the April 16, 2013 Regular Meeting.  
                  Motion carried 9/0.

### April 19, 2013 Special Meeting/EHPOA Pension Agreement

MOTION      By Barbara Rossi  
                  seconded by Eric Thompson  
                  to **approve** the minutes of the April 19, 2013 Special Meeting/EHPOA  
                  Pension Agreement.  
                  Motion carried 9/0.

May 2, 2013 Special Meeting/East Hartford Housing Authority

MOTION       By Barbara Rossi  
                  seconded by Esther Clarke  
                  to **approve** the minutes of the May 2, 2013 Special Meeting/East Hartford  
                  Housing Authority.  
                  Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Responses to Questions Asked of Administration re: Dainty Rubbish

Chair Kehoe indicated that the Public Works department had leased a Dainty Rubbish truck to use while a town truck was being repaired.

Resignation of Eileen Driscoll from the Historic District Commission

Chair Kehoe stated that Eileen Driscoll has resigned from the Historic District Commission and thanked her for her service to the town.

Town of East Hartford: Tree City USA

Chair Kehoe noted that East Hartford has been designated a "Tree City" by the Connecticut Department of Energy & Environmental Protection. The town has been awarded this title due to its extensive urban forestry efforts during 2012. This is the 17<sup>th</sup> year that East Hartford has been the recipient of this title.

NEW BUSINESS

State Department of Education Youth Services bureau Grant

MOTION       By Ram Aberasturia  
                  seconded by Barbara Rossi  
                  to **adopt** the following resolution:

**RESOLVED**, that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$50,000 with the State of Connecticut Department of Education for a "Youth Service Bureau Grant" and to file any amendments or reports as may be required to successfully complete the terms of the grant contract.

**BE IT FURTHER RESOLVED** that Marcia A. Leclerc is currently serving as Mayor of the Town of East Hartford. Her term of office began on January 10, 2011 and will continue until November 12, 2013. As the Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

On call of the vote, motion carried 9/0.

Capital Area Substance Abuse Council: Suicide Prevention Grant

MOTION       By Marc Weinberg  
                  seconded by Linda Russo  
                  to adopt the following resolution:

RESOLVED, that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$2,500 with the Capital Area Substance Abuse Council for a Suicide Prevention Mini Grant for Towns and Institutions of Higher Education and to file any amendments or reports as may be required to successfully complete the terms of the grant contract.

BE IT FURTHER RESOLVED that Marcia A. Leclerc is currently serving as Mayor of the Town of East Hartford. Her term of office began on January 10, 2011 and will continue until November 12, 2013. As the Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

On call of the vote, motion carried 9/0.

East Hartford ChildPlan, Inc. re: William Caspar Graustein Memorial Fund Grant

MOTION       By Linda Russo  
                  seconded by Barbara Rossi  
                  to adopt the following resolution:

WHEREAS, the Connecticut State Department of Education, and the Children's Fund of Connecticut and the Annie E. Casey Foundation are partnering with the William Caspar Graustein Memorial Fund to advance the Discovery Birth-to-Eight Initiative by aligning their funding for community grants; and

WHEREAS, East Hartford ChildPlan, Inc., in collaboration with its members including the Town of East Hartford, desires to make and execute an application for funding in the amount of \$30,000.00 with the William Caspar Graustein Memorial Fund to support the continued implementation and refinement of the community plan known as "East Hartford's Plan for Healthy and Successful Young Children Age Birth to 8".

NOW, THEREFORE, BE IT RESOLVED by the Town Council that Marcia A. Leclerc, Mayor of the Town of East Hartford is hereby authorized to execute such application and other documents as may be required by the grant.

On call of the vote, motion carried 8/0. Abstain: Kehoe

School Readiness Grant Program

MOTION       By Ram Aberasturia  
                  seconded by Linda Russo  
                  to adopt the following resolution:

WHEREAS, the Connecticut State Department of Education is authorized to extend financial assistance, through the School Readiness Grant Program, to Priority Communities for the development of a network of school readiness programs that provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling; and

WHEREAS, the Town of East Hartford and East Hartford Public Schools desire to make and execute an application for funding in the amount of \$2,520,424.00 with the State of Connecticut to support programs for East Hartford children.

NOW, THEREFORE, BE IT RESOLVED by the Town Council that Marcia A. Leclerc, Mayor of the Town of East Hartford is hereby authorized to execute such application and other documents as may be required by the State of Connecticut for the School Readiness Program.

On call of the vote, motion carried 8/0. Abstain: Kehoe

JAG Grant: Police Video Equipment Technology

MOTION By Bill Horan  
seconded by Barbara Rossi  
to **adopt** the following resolution:

WHEREAS, the primary purpose of this grant is to assist local governments with addressing Public Act 11-174 An Act Concerning the Electronic Recording of Interrogations which requires electronic recording of custodial interrogations in certain situations beginning on January 1, 2014; and

WHEREAS, the East Hartford Police Department desires to use \$33,324.05 in available funds to purchase:

- Electronic Equipment for Recording of Interrogations
- LTI Lidar Unit
- PSDN Switch for CJIS Network
- Tactical Response Team Equipment

NOW THEREFORE LET IT BE RESOLVED; That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by OPM and the U.S. Department of Justice as they pertain to this Justice Assistance Formula Grant.

On call of the vote, motion carried 9/0.

CRCOG Funding Application re: Hillside Street Pavement Rehabilitation Phase I

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **adopt** the following resolution:

RESOLVED: That the East Hartford Town Council strongly supports the pavement rehabilitation of Hillside Street and the submittal of an application to the Capital Region Council of Government's Transportation Committee for possible funding.

On call of the vote, motion carried 9/0.

Flood Protection System Rehabilitation Contract: Piezometer & Floodwall Monitoring

MOTION By Barbara Rossi  
seconded by Linda Russo  
to **authorize** the Town of East Hartford to enter into a professional services contract with GEI Consultants, Inc. for the 2013 monitoring program of the piezometers and concrete floodwalls associated with the town's flood protection system totaling \$54,917.  
Motion carried 9/0.



Town Council Acting as a Committee of the Whole for the real Estate Acquisition & Disposition Committee re: 800 Connecticut Boulevard

MOTION By Linda Russo  
seconded by Marc Weinberg  
that the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee, **authorizes** the Mayor to sign a release concerning the restrictive covenant running in the Town's favor on the property known as 800 Connecticut Boulevard, East Hartford. Motion carried 9/0.

East Hartford Golf Course: Amend Existing Lease, Issue RFP for Management Company and Select a Successor

MOTION By Bill Horan  
seconded by Barbara Rossi  
to adopt the following resolution:

**RESOLUTION AUTHORIZING THE MAYOR TO AMEND THE EXISTING LEASE AGREEMENT RELATED TO THE EAST HARTFORD GOLF COURSE AND TO ISSUE A REQUEST FOR PROPOSAL FOR A SUCCESSOR AGREEMENT**

WHEREAS, the Town of East Hartford and MDM Golf LLC ("MDM") are parties to a lease made as of the 27<sup>th</sup> day of September, 2007, and

WHEREAS, by letter dated April 4, 2013, MDM presented the Town with a series of proposals as to MDM's future role in operating the golf course, and

WHEREAS, the proposal known as "Option 2" sets out MDM's willingness to continue to pay the Town \$5,000 per month rent, while supplying all staffing and equipment necessary to operate the entire golf course (including the restaurant), until such time as the Town is able to find a successor entity to manage and operate the facility, and

WHEREAS, based on the current economic climate and the recent challenges that MDM has met in operating the golf course, the Town desires to explore the competitive marketplace via a request for proposals with respect to golf course management companies in order to identify a successor organization, and

WHEREAS, MDM has agreed to assist the Town by creating a smooth transition with the successor organization, such transition to include removal of its equipment and staff from the golf course as directed by the Town and the successor organization, and

WHEREAS, once a new organization is selected by the Town, and the transition complete, mutual releases will be exchanged between MDM Golf and the Town.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to amend the existing lease with MDM to evidence the above described tenancy and to issue a request for proposal seeking a golf course management company for the purpose of operating the East Hartford golf course. The details of the amended agreement shall be consistent with Option 2 as presented to the Town while the terms and conditions of a successor agreement shall be mutually determined between the Mayor and the acceptable golf course management company whose signatures will indicate approval of specific terms and conditions on a contract, and such contract shall be subject to Town Council approval.

On call of the vote, motion carried 9/0.

20-Year Power Purchase Agreement: True Green

MOTION By Linda Russo  
seconded by Barbara Rossi  
to adopt the following resolution:

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A POWER PURCHASE AGREEMENT TO FACILITATE THE CONSTRUCTION OF SOLAR CANOPY ARRAYS**

WHEREAS, the Town of East Hartford worked closely with the Connecticut Conference of Municipalities and Bay State Consultants to explore the competitive market for financially and environmentally appropriate solar opportunities, and

WHEREAS, the Town engaged CCM and Bay State to continuously monitor regulatory decisions issued by PURA (Public Utilities Regulatory Authority) with respect to Zero Emission Renewable Energy Credits (ZRECs) to be made available to town, and

WHEREAS, the Town was willing to explore coupling the ZREC credits with a power purchase agreement in order to facilitate the design, construction, and maintenance of four solar canopy arrays to work seamlessly with the Town's existing TransCanada electricity power purchase agreement, and

WHEREAS, while the Town initially selected Sun Edison to complete the work on the four solar canopy arrays, Sun Edison is unable to complete the project during 2013 and is willing to assign its ZRECs to another contractor, and

WHEREAS, True Green, the Town's winning bidder for six roof top solar arrays wishes to enter into a new contract in order to complete the four solar canopy arrays at equal or lower cost than the Sun Edison proposal, and

WHEREAS, the Town wishes to enter into an additional contract with True Green so that True Green can complete the work initially awarded to Sun Edison.

NOW THEREFORE BE IT RESOLVED, the East Hartford Town Council hereby authorizes the Mayor to enter into a contract with True Green; the details of the agreement shall be mutually determined between the Mayor and the True Green whose signatures will indicate approval of specific terms and conditions, provided such contract shall provide the town with no less savings than the current Sun Edison contract for the same facilities.

BE IT FURTHER RESOLVED, the East Hartford Town Council does hereby approve a bid waiver of the Town's bidding process, specifically Town Ordinance section 10-7, to allow the additional contract with True Green.

On call of the vote, motion carried 9/0.

Refund of Taxes

MOTION By Marc Weinberg  
seconded by Eric Thompson  
to refund taxes in the amount of \$9,878.86  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 9/0.

Bill	Name	Prop Loc/Vehicle Info.	Int	Fee	Over Paid
2011-03-0051974	AYERS CONSTANCE N	2002//WAULT64BX2N039507	\$ -		\$ (6.00)
2011-04-0080571	BARRETT MARYANNE M BOGAN INC C/O LERETA	2012//53K852428CF006627	\$ (2.00)	\$(5.00)	\$ (8.73)
2011-01-0006303	LLC	485 FORBES ST	\$ -		\$(2,271.51)
2011-03-0053709	BONILLA MARIA S	1995//1HGEJ1227SL055961	\$ -		\$ (8.35)
2011-03-0056810	CLEAR RIVER FUEL OIL	1999//1HTSDAAN8XH686283	\$ -		\$ (37.99)

2011-03-0057928	COULOM GAIL	2008//1HGCP26738A041299	\$ -		\$ (283.49)
2011-03-0060823	EAN HOLDINGS LLC	2011//4T1BF3EK9BU639634	\$ -		\$ (299.96)
2011-03-0060925	EAN HOLDINGS LLC	2011//1FTNE2EW2BDA08838	\$ -		\$ (627.81)
2011-04-0084126	FERRERO MONICA	2002//JNKDA31A32T029242	\$ (8.61)	\$(5.00)	\$ (191.40)
2011-03-0064572	GONZALEZ MIOSOTIS	1998//1P3EJ46XXWN269634	\$ -		\$ (68.80)
2011-03-0065737	HARPER DANIAN	2004//3N1AB51A64L742269	\$ -		\$ (6.00)
2011-02-0042065	HCL AMERICAN INC	99 EAST RIVER DR	\$ -		\$ (5.02)
2011-03-0067986	JERRICK VERNON S	1995//1N4BU31D6SC248518	\$ -		\$ (6.64)
2011-01-0008488	LEONE PAULINE	108 GREENLAWN ST	\$ -		\$(1,329.65)
2011-04-0084736	MARCH GARY T	1993//1B7GG23Y4PS146293	\$ -		\$ (34.32)
2011-01-0009139	MARQUES JOAQUIM C	14 MORRIS CT	\$ -		\$(1,936.04)
2011-04-0085417	NEFF JAMES K OR SUSAN	2003//5J6YH28253L005902	\$ -		\$ (66.11)
2011-03-0075385	NEFF JAMES K OR SUSAN	2005//2C8GF684X5R282280	\$ (7.73)		\$ (343.60)
2011-03-0075761	NIRO BIAGINO	2004//1HGCM56624A085838	\$ -		\$ (160.18)
2011-03-0082854	SCHILDER MAUREEN J	2009//WMWMF33549TW70152	\$(50.60)		\$ (562.26)
2011-01-0013612	SLUBOSKI STEPHEN A	78 WINDING LN	\$ -		\$ (950.00)
2011-01-0002811	SYLVAIN COURTNEY	30 PRATT ST	\$ -		\$ (19.75)
2011-03-0053908	THE GREEN SCENE, INC	1994//1ZFUF1010RB000735	\$ -		\$ (2.00)
2011-03-0053909	THE GREEN SCENE, INC	1998//3B6MF3666WM281437	\$ -		\$ (17.85)
2011-03-0053912	THE GREEN SCENE, INC	2005//1FDWF37P25ED00304	\$ -		\$ (40.13)
2011-03-0053913	THE GREEN SCENE, INC	2003//3D7KU28C63G709092	\$ -		\$ (36.05)
2011-03-0086199	TORRES CARLOS OR RUTH	2009//5NPET46CX9H455850	\$(39.24)	\$(5.00)	\$ (436.04)
SUBTOTAL			\$(108.18)	\$(15.00)	\$(9,755.68)
TOTAL					\$(9,878.86)

### Gengras Harley-Davidson Demo Days

MOTION By Bill Horan  
seconded by Barbara Rossi  
to approve the outdoor amusement permit application entitled "Gengras Harley-Davidson Demo Days" submitted by Hannah Gavin, Events Coordinator for Gengras Harley-Davidson, to conduct a 2-day demonstration of Harley-Davidson motorcycles for test rides to the public,

with food and vendors at Gengras Motorcycle, Inc., 221 Governor Street, East Hartford on Saturday, May 11<sup>th</sup> from 9AM to 5PM, with music during those same hours and on Sunday, May 12<sup>th</sup> from 9AM to 4PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 9/0.

### Take Steps Connecticut 2013

MOTION By Linda Russo  
seconded by Eric Thompson  
to **approve** the outdoor amusement permit application submitted by Kate McDonald, Community Development Manger, for the Crohn's and Colitis Foundation of America, to conduct a 2-mile walk in Great River Park on Saturday, May 11, 2013 from 10AM to 7PM with music from 3PM to approximately 7PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies, and to **waive** the associated permit fee under the provisions of Section 5-6(c) in the Town of East Hartford Code of Ordinances, as this is a non-profit organization and this event is the primary fundraiser.  
Motion carried 9/0.

### Under the Big Top Gala

MOTION By Ram Aberasturia  
seconded by Barbara Rossi  
to **approve** the outdoor amusement permit application submitted by Daniel Larson, Facilities Coordinator, for Goodwin College, Inc., to conduct a gala consisting of dinner, dancing and presentations under two tents and on two stages to benefit the Goodwin College Foundation to be held on Friday, May 31, 2013 at Goodwin College, One Riverside Drive from 4PM to 11PM with music from 5:30PM to 11PM; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 9/0.

### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Barbara Rossi commented that several people have complained to her about the poor delivery of local newspapers – thrown on driveways, lawns, etc. *Mayor Leclerc stated that this is an ongoing problem and that her office is in contact with the local papers regarding this issue. The Mayor stated that she will keep the Council informed on the results of her discussions with the papers.*



with curb repair; (9) Spring Art Festival – May 11<sup>th</sup> from 10AM to 2PM on the grounds of the Raymond Library; and (10) in association with Congressman John Larson , there will be Clean the Trails – June 1<sup>st</sup> from 9AM to Noon. Finally, Mayor Leclerc thanked all those who participated in the Bridge-to-Bridge Main Street Clean up on Saturday, April 27<sup>th</sup>.

Barbara Rossi (1) thanked the Mayor for the clean-up work that has begun on the High Street property that was in disrepair for so long; and (2) noted the talent of the students who participated in the 22<sup>nd</sup> Annual Town-wide Student Art Exhibit at the East Hartford Community Cultural Center.

Marc Weinberg also commended the students who participated in the Student Art Exhibit. Additionally, he wished every mother in East Hartford a Happy Mother's Day and a Happy Birthday to Mary Alice Dwyer-Hughes, Eric Thompson, Marcia Leclerc and Bernice Dame – his mother.

#### ADJOURNMENT

MOTION      By Eric Thompson  
                  seconded by Bill Horan  
                  to adjourn (10:14 p.m.).  
                  Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be on May 21, 2013.

Attest Angela M. Attenello  
                  Angela M. Attenello  
                  TOWN COUNCIL CLERK

**Attenello, Angela**

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**From:** Leclerc, Marcia  
**Sent:** Wednesday, May 08, 2013 12:25 PM  
**To:** Attenello, Angela  
**Subject:** For Rent Sign

Ang:

As I suspected. It was the truck that we are borrowing from Hartford until such time as our new trucks arrive.

Marcia

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**From:** Oates, John  
**Sent:** Wednesday, May 08, 2013 08:23  
**To:** Leclerc, Marcia  
**Subject:** Sign

Mayor,

It is my understanding that Councilor Harmon inquired last night as to why there is a 'For Rent' sign in the front windshield of the fire apparatus we have borrowed from Hartford.

The sign was placed there prior to it arriving in town for our use.

## Attenello, Angela

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**From:** Leclerc, Marcia  
**Sent:** Tuesday, May 14, 2013 4:22 PM  
**To:** Attenello, Angela  
**Subject:** FW: Pat Harmon's Questions

Ang:

Tim Bockus offered the following explanation and resolution to the issues regarding the manhole covers that remain out of tolerances.

Marcia

-----Original Message-----

**From:** Bockus, Tim  
**Sent:** Tuesday, May 14, 2013 15:32  
**To:** Leclerc, Marcia  
**Subject:** Re: Pat Harmon's Questions

Mayor,

I remember looking at the Oak Street complaint when it first came in and found that there weren't any safety issues. Subsequent to that, I had Engineering investigate and they found several manholes out of tolerance which they added to the MDC punch list. MDC's contractor has just recently resumed work on the southerly section of the project so I would expect them to address the out of tolerance manholes soon.

The Brewer Street manhole is an ATT manhole. Engineering contacted them when we first received the complaint and instructed them to make the adjustment. The pavement has been cut in preparation for the repair but the work has not been completed. I've directed Engineering to follow up with ATT to ensure the manhole is properly adjusted.

Tim

Sent from my iPad

On May 14, 2013, at 1:49 PM, "Leclerc, Marcia" <MLEclerc@easthartfordct.gov> wrote:

> Tim:

>

Please provide

>

> Marcia

>


> -----Original Message-----



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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** May 13, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: CDBG 39<sup>th</sup> Program Year Action Plan

Attached is a memo and resolution from the Grants Administrator endorsing the Proposed 39<sup>th</sup> Program Year Community Development Block Grant Action Plan for the period September 1, 2013 through August 31, 2014. The proposed Action Plan budget totals \$494,097.

Please place on the Town Council agenda of May 21, 2013 meeting.

Thank you

**C:** C. Fravel, Grants Administrator

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**TO:** Marcia A. Leclerc, Mayor  
**FROM:** Clare Fravel, Grants Administrator *CF*  
**SUBJECT:** Council Referral – CDBG 39th Program Year Action Plan  
**DATE:** May 10, 2013

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I am writing to request that the attached Resolution, endorsing the proposed 39th Program Year Community Development Block Grant Action Plan for the period September 1, 2013 through August 31, 2014, be placed on the Town Council agenda for **Tuesday, May 21, 2013**. The proposed Action Plan budget totals \$494,097.

As of today, the Town has not received its official letter of notification of its entitlement amount from HUD. In an email message dated April 18, 2013, HUD Hartford Field Office Community Planning and Development Director Gary Reisine stated, "HUD offices were told last week to expect the rollout of final CDBG allocations in 30 to 60 days." The Grants Administration Office has been advised to submit our application for funding utilizing an estimated budget. The proposed 39<sup>th</sup> Program Year Action Plan budget was developed based on the reductions to be imposed by the sequestration for fiscal year 2013.

The activities chosen for funding in our proposed Action Plan reflect community development needs, citizen comments received at three public hearings, and the objectives of our Consolidated Plan. Notices regarding the proposed Action Plan were printed in The Hartford Courant on October 16, 2012, December 27, 2012, February 19, 2013, and April 9, 2013.

Attachments (2)

## ***RESOLUTION***

**WHEREAS,** The Town of East Hartford is entitled to Thirty-ninth Program Year funding under Title I of the Housing and Community Development Act of 1974, as amended, estimated at \$494,097; and

**WHEREAS,** receipt of this entitlement grant is contingent upon the submission of a Thirty-ninth Program Year Action Plan, and Certifications of Compliance; and

**WHEREAS,** citizen input was obtained, in accordance with the Grants Administration Office's Citizen Participation Plan, at three Public Hearings held on November 7, 2012 and March 11, 2013.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of East Hartford recognizes the need for funding the objectives contained in the Thirty-ninth Program Year Action Plan and endorses this Plan as reflecting the Town's Community Development needs.

**AND, FURTHER, BE IT RESOLVED** that the Town Council does support and authorize the submission of the Thirty-ninth Program Year Action Plan, and Grantee Certifications to the U.S. Department of Housing and Urban Development and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and any amendments thereof with the U.S. Department of Housing and Urban Development.

**TOWN OF EAST HARTFORD  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
39<sup>th</sup> YEAR ACTION PLAN  
September 1, 2013 - August 31, 2014**

**PUBLIC SERVICES**

***Senior Support Services***

**\$9,225**

Funding for the delivery of services to East Hartford's elderly population. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

***CRT - East Hartford Community Shelter***

**\$31,500**

Funding to supplement the operating budget at the East Hartford Community Shelter for the homeless located at 381-385 Main Street. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

***Housing Education Resource Center, Inc.***

**\$11,000**

Funding for the provision of fair housing services including education and counseling to tenants and landlords town-wide as well as foreclosure prevention. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(B).

***Youth Services Bi-Lingual Counselor***

**\$2,000**

Funding to support the hiring of a part time Spanish speaking counselor to assist with the provision of free counseling services to East Hartford families. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208 (a)(2)(i)(B).

***InterCommunity, Inc.***

**\$4,500**

Funding for the delivery of services to East Hartford residents with mental illness through the SECURE Program. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(B).

***Interfaith Ministries, Inc.***

**\$9,000**

Funding to supplement the operating budget of the Friendship Center's free hot meal program. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(D).

***Interval House, Inc.***

**\$4,500**

Funding for domestic violence shelter and counseling services for low and moderate income East Hartford clients. Eligible activity under 24 CFR 570.201(e), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(A).

**PROJECTS**

*Veterans Terrace & Extension Community Room Generator* **\$63,000**

Funding for the permanent installation of an emergency generator at East Hartford Housing Authority's Community Room serving the Veterans Terrace and Veterans Terrace Extension residents. Eligible activity under 24 CFR 570.201(c), meets HUD national objective criteria under 24 CFR 570.208(a)(2)(i)(C).

*Parks Improvements* **\$100,000**

Funding for improvements to parks in low to moderate income areas. Eligible activity under 24 CFR 570.201(c), meets HUD national objective criteria under 24 CFR 570.208 (a)(1)(i).

*Housing Rehabilitation* **\$160,553**

Funding for limited housing rehabilitation in one to four unit owner-occupied properties inhabited by low and moderate income families. Eligible activity under 24 CFR 570.202(a)(1), meets HUD national objective criteria under 24 CFR 570.208(a)(3).

**ADMINISTRATION**

*Program Administration* **\$98,819**

Oversight, management, monitoring and coordination of the Community Development Block Grant Program. Eligible activity under 24 CFR 570.206.


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***TOTAL*** **\$494,097**

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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

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**DATE:** May 13, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: Flood Protection System Rehabilitation Contract  
Authorization-Bulkhead Replacement Project (Construction), Bulkhead  
Replacement Project(Inspection) and Contract Notification-Civil Work &  
Closure Structure Amendment # 1

Attached is a memo requesting authorization to sign the professional services contract and one construction contract as well as a notification of a minor contract change in a design project associated with the rehabilitation of the Town's Flood Protection System.

Please place on the Town Council agenda of May 21, 2013 meeting.

Thank you

**C:** M. Walsh, Director Finance Dept.  
T. Bockus, Director Public Works

MEMORANDUM

**TO:** Mayor Marcia A. Leclerc  
*M. Bockus for*  
**FROM:** Tim Bockus, Public Works Director  
**DATE:** May 10, 2013  
**RE:** Referral to Council  
Flood Protection System Rehabilitation  
Contract Authorization - Bulkhead Replacement Project (Construction)  
- Bulkhead Replacement Project (Inspection)  
Contract Notification - Civil Work & Closure Structure Amendment #1

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Attached is a request for the Town Council to authorize the signing of a professional service and one construction contract as well as a notification of a minor contract change in a design project associated with the rehabilitation of the Town's Flood Protection System.

Construction Contract for the Bulkhead Replacement Project - Bid No. 13-15

The Arborio Corporation submitted a bid of \$1,774,930.20 and is the low bidder for the project. The Engineering Division has evaluated the bids and is recommending that the Town award the construction contract to the firm.

Construction Administration / Inspection for the Bulkhead Replacement Project

The Engineering Division has negotiated with GEI Consultants, Inc. as part of Bid #09-14 to provide the necessary construction administrative and inspection services for the project. The project will be paid for on a time and material basis and has a not to exceed value of \$273,697.48.

Civil Works and Closure Structure Repair Project – Contract Amendment #1

The scope of work for the Bulkhead Repair Project and the Closure Structure Repair Project have been modified. In order to save Town funds and limit disruption to Great River Park, two elements of the Closure Structure Repair Project were transferred to the Bulkhead Repair Project. The elements in question include the abandonment of the former utilities crossings of the floodwall and the removal of the deteriorating steel frame of the former opening in the floodwall. The completion of the two elements and the Bulkhead Replacement Project as one project will result in cost savings associated with the repaving of the River walk System located in Great River Park and limit the disruption to activities in the Park. The cost of the contract amendment is \$15,100.

Additional information on the contracts and the reason for the contract modification is contained in the attached documentation.

Please request that these items be placed on the upcoming Town Council agenda. Town Council action is required to authorize the Town to enter into the professional service contract in the amount of \$273,697.48 with GEI Consultants, Inc. and a construction contract in the amount of \$1,774,930.20 with the Arborio Corporation.

PW transmittal for authorization



## MEMORANDUM

**TO:** Tim Bockus, Public Works Director  
**FROM:** Nick Casparino, Civil Engineer *NJC*  
**DATE:** May 10, 2013  
**RE:** Referral to Council  
Flood Protection System Rehabilitation Update

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Town Council authorization is required to sign a professional services contract and a construction contract for the next phase of the above referenced project. The Town Council also needs to be notified of a minor revision to the scope of the Civil Works / Closure Structure Repair Project and the Bulkhead Replacement Project. The following is a summary of the upcoming efforts.

### Construction Contract for the Bulkhead Replacement Project - Bid No. 13-15

The project involves the replacement of the failing timber bulkhead located along the banks of the Connecticut River in the vicinity of the Riverpoint Condominium Complex. The project is necessary to stabilize the banks of the river and to protect the foundation of the concrete floodwall. A failure of the bulkhead / riverbank would result in damage to the high pressure Buckeye Pipeline and expose the soils at the base of the floodwall to possible scour. The United States Army Corps of Engineers (USACE) has identified the failing timber bulkhead as an unacceptable item and has directed the Town to make the necessary repairs.

The Town has designed and secured the necessary regulatory permits for the construction project. The main elements of the project include the installation of +/- 345 linear feet of steel sheeting bulkhead with anchors, abandonment of the former utility crossings of the concrete floodwall and the removal of the steel frame for the former access door in the concrete floodwall. The work will result in the replacement of a portion of the Great River Park walkway and resetting of some the lighting within the Park.

The Arborio Corporation submitted a bid of \$1,774,930.20 and is the low bidder for the project. The Engineering Division has evaluated the bids and recommends that the Town award the construction contract to the firm. Attached is a copy of the bid evaluation.

### Construction Administration / Inspection for the Bulkhead Replacement Project

The professional services associated with the construction administration and inspection of the project noted above will be provided by GEI Consultants, Inc. The Consultants scope of work provides for construction oversight, administrative functions and the development of the project close-out report. The close-out report documents the project and includes as-built drawings which must be submitted to the USACE at the completion of the project.

The Engineering Division has negotiated with GEI Consultants, Inc. as part of Bid #09-14 to provide the necessary construction administrative and inspection services for the project. The

project will be paid for on a time and material basis and has a not to exceed value of \$273,697.48. The draft contract is attached for informational purposes.

Civil Works and Closure Structure Repair Project – Contract Amendment #1

The FEMA Accreditation Study identified issues in the vicinity of the concrete floodwall in the vicinity of the Riverpoint Condominium complex. The former bulk oil storage facility located behind the concrete floodwall had a series of former pipes and conduits which passed through or under the floodwall. No information is available on what measures were taken to abandon the pipes and conduit during the demolition of the bulk oil storage facility. Improper abandonment of these pipes / conduits could allow floodwaters access to the land side of the floodwall. The Study recommended that the former pipes be found and permanently abandoned to the satisfaction of the USACE. The bulk oil storage facility utilized a former steel door in the concrete floodwall as part of their operations. The steel door has been removed but the frame was left in place. The steel frame is deteriorating causing the concrete in the vicinity of the steel frame to fail by flaking off. It was recommended that the steel frame and first patch be cut out of the wall and the opening properly filled in to address this issue.

Based on the anticipated schedules at the time, the corrective actions for these two issues were included in the design contract for the Civil Works and Closure Structure repair project. It was anticipated that the Closure Structure Repair Project would go to construction much sooner than the Bulkhead Replacement Project. At the time, we were in the process of obtaining the necessary regulatory permits for the Bulkhead Replacement Project. Unfortunately, the schedule for the Closure Structure Repair Project has been delayed due to the MDC's desire to upgrade their two 20" concrete water mains and abandon their 4" water main in the vicinity of the Town's stop log structure.

The scope of work for the Bulkhead Repair Project and the Closure Structure Repair Project were modified. In order to save Town funds and limit disruption to Great River Park, two elements of the Closure Structure Repair Project noted above were transferred to the Bulkhead Repair Project. The completion of the two elements and the Bulkhead Replacement Project as one project will result in cost savings associated with the repaving of the River Walk System located in Great River Park and limit the disruption to activities in the Park. The cost of the work associated with revising the contract documents and plans is \$15,100. Contract Amendment #1 is attached for informational purposes.

Please request that these items be placed on the upcoming Town Council agenda. Town Council action is required to authorize the Town to enter into the professional service contract in the amount of \$273,697.48 with GEI Consultants, Inc. and a construction contract in the amount of \$1,774,930.20 with the Arborio Corporation. The Town Council should be notified of the minor contract amendment in the amount \$15,100 to adjust the scope of work for the Bulkhead Repair Project. Thank you for your assistance.

xc: Denise Horan, Town Engineer

transmit to council



## Memo

To: Nick Casparino, P.E., (Town of East Hartford)  
From: Jim Nickerson, P.E.  
Date: 4/30/2013  
Re: Review of Bids  
East Hartford Flood Control System Bulkhead Replacement Project  
GEI Project No. 08121-0

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This memo presents a summary of our review of the bids received by the Town on April 19, 2013. Four bids were received by the Town. The bidders were Arborio Corporation, Brunalli Construction Company, Blakeslee Apaia Chapman, and BTT Marine.

### Review of Costs

A summary of all of the bids including specific unit prices are attached. Based on a review of the bids, Arborio Corporation is the lowest bidder. Their Total Bid is \$1,774,930.20. This is slightly below the Engineer's Estimate of \$1,781,928.20.

In general the Arborio bid looks slightly unbalanced towards items that occur at the beginning of the construction contract. Items that result in total line item amount of more than \$20,000 difference between the Engineer's estimate and the Arborio bid are summarized below:

Item	Engineer's Estimate	Arborio Bid	Difference
1.01 Mobilization	\$132,000	\$87,000	(-\$45,000)
2.01 Silt Fence/Hay Bales	\$5,600	\$30,800	\$25,200
2.04 Turbidity Curtain	\$31,625	\$58,650	\$27,025
3.01 Site Maintenance	\$5,000	\$74,000	\$69,000
3.12 Tie Back Anchors	\$262,500	\$332,500	\$70,000
3.13 Flowable Fill	\$200,000	\$112,000	(-\$88,000)
3.15 Riprap and Bedding	\$125,000	\$100,000	(-\$25,000)
3.16 Subbase	\$28,875	\$385	(-\$28,490)
3.20 Disposal of Excess Soil	\$81,000	\$56,700	(-\$24,300)
5.01 Demobilization	\$78,000	\$50,000	(-\$29,000)

A few specific unit prices that appear to be unbalanced include:

#### *Items 1.01 through 2.01 - Mobilization and Sediment and Erosion Control Items*

Overall, the unit cost for mobilization (Item 1.01) was well below the Engineer's estimate; however the unit costs for Sediment and Erosion Control items (Items 2.01 – 2.04) were well above the Engineer's estimate. However, if these items are combined, the Arborio bid is within about 22,000 of the

engineer's estimate (Arborio Items 1.01 through 2.04 = \$195,950 vs. Engineer's Items 1.01 through 2.04 = \$173,975).

*Item 3.01 – Site Maintenance*

Arborio's bid is for \$74,000 lump sum. This is well above the Engineer's estimate of \$5,000. The other bids for this item were \$110,000, \$112,615.50, and \$35,560.

*Item 3.02 – Traffic Control/Signage*

Arborio's bid is for \$25,000 each. This is well above the Engineer's estimate of \$5,750. The other bids for this item were \$11,300, \$29,000, and \$6,350.

*Item 3.13 – Flowable Fill*

Arborio's bid is for \$140 per cubic yard. This is well below the Engineer's estimate of \$250 per cubic yard. The other bids for this item were \$124, \$111.50, and \$190.

*Item 3.16 – Subbase*

Arborio's bid is for \$1 per ton. This is well below the Engineer's estimate of \$75 per ton. The other bids for this item were \$53, \$40.50, and \$99.

*Item 3.17 – Bituminous Pavement*

Arborio's bid is for \$400 per ton. This is well above the Engineer's estimate of \$125 per ton. The other bids for this item were \$145, \$106, and \$150.

*Item 3.18 – Reinforced Concrete*

Arborio's bid is for \$2,500 per cubic yard. This is well above the Engineer's estimate of \$1,200 per cubic yard. The other bids for this item were \$3,100, \$5,158, and \$2,177.

**Review of Qualifications**

Each contractor submitted a list of previous projects to demonstrate their qualifications to perform the work. Arborio's initial submittal included a list of projects to demonstrate they met the qualification requirements. We asked Arborio to provide additional description for each project to compare against the minimum qualifications required. Their supplemental qualifications information (attached) indicates that they meet the minimum experience requirements.

**Review of Schedule**

The contract documents required the completion of the bulkhead by September 1, 2013 and completion of the contract by October 15, 2013 which are 124 and 168 days from today. Assuming the contract is executed by May 27, 2013 (about 5 weeks from now) that would provide 141 days to complete the project. The bids included the following completion dates:

Contractor	Bid Schedule to Completion
Arborio Construction	Within the completion dates outlined in the contract
Brunalli Construction Company	170 Days from signing contract
Blakeslee Arpaia Chapman, Inc.	180 Days from signing contract
BTT Marine Construction	110 Days from signing contract

Based on their bid schedule, it appears that only Arborio Construction and BTT Marine have indicated they will complete the project within the specified timeframe.

**Reference Check**

We contacted several reference provided by the low bidder, Arborio Construction. These included Marc Nicol of Riverfront Recapture, Ravi Chandran of the Connecticut Department of Transportation, and Alan Leta of the National Resource Conservation Service. Their responses were all positive. They

indicated that Arborio performed their work in a professional manner. They had adequate on-site supervision of their staff and subcontractors. They indicated that changes on the project were easily negotiated to fair and reasonable values. Each of the references contacted indicated they would hire Arborio again and in fact hoped that Arborio will bid on future work with them.

### **Summary**

Based on reviewing the qualifications, technical approach and cost proposals, Arborio Corporation meets the minimal qualifications and is the lowest bidder.

### **Attachments**

Table 1 – Bulkhead Replacement Project Bid Comparison  
Arborio Corporation Supplemental Qualifications Information

JFN

Table 1 - Bulkhead Replacement Project Bid Comparison  
Bulkhead Replacement Project

April 2013		Description		Units		Quantity		Engineers Estimate		Arborio Corporation		Brunali Const. Co.		Blakeslee Apais Chapman		BITT Marine	
Item	Item	Item	Item	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost	Unit Cost	Item Cost
1	Initial General Items																
1.01	Site Mobilization	LS	1	\$ 132,000	\$ 132,000	\$87,000.00	\$87,000.00	\$78,000.00	\$78,000.00	\$89,365.00	\$89,365.00	\$78,000.00	\$78,000.00	\$89,365.00	\$89,365.00	\$270,000.00	\$270,000.00
2	Erosion Control																
2.01	Silt Fence/Hay Bales	LF	1,400	\$ 5,600	\$ 5,600	\$22.00	\$30,800.00	\$11.00	\$15,400.00	\$7.50	\$10,500.00	\$11.00	\$15,400.00	\$7.50	\$10,500.00	\$18.00	\$25,200.00
2.02	Anti-Tracking Pad	EA	1	\$ 2,500	\$ 2,500	\$15,000.00	\$15,000.00	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00	\$6,400.00	\$6,400.00	\$2,500.00	\$2,500.00	\$2,540.00	\$2,540.00
2.03	Catch Basin Erosion Protection	EA	9	\$ 250	\$ 2,250	\$500.00	\$4,500.00	\$325.00	\$2,925.00	\$90.00	\$270.00	\$325.00	\$2,925.00	\$90.00	\$270.00	\$283.00	\$2,547.00
2.04	Turbidity Curtain	LF	575	\$ 31,625	\$ 31,625	\$102.00	\$58,650.00	\$51.00	\$29,325.00	\$90.00	\$51,750.00	\$51.00	\$29,325.00	\$90.00	\$51,750.00	\$55.00	\$31,625.00
3	Bulkhead Replacement																
3.01	Site Maintenance	LS	1	\$ 5,000	\$ 5,000	\$74,000.00	\$74,000.00	\$110,000.00	\$110,000.00	\$112,615.50	\$112,615.50	\$110,000.00	\$110,000.00	\$112,615.50	\$112,615.50	\$35,560.00	\$35,560.00
3.02	Traffic Control/Signage	LS	1	\$ 5,750	\$ 5,750	\$25,000.00	\$25,000.00	\$11,300.00	\$11,300.00	\$29,000.00	\$29,000.00	\$11,300.00	\$11,300.00	\$29,000.00	\$29,000.00	\$6,350.00	\$6,350.00
3.03	Mussel Relocation	LS	1	\$ 25,000	\$ 25,000	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$12,700.00	\$12,700.00
3.04	Concrete Demolition	CUFT	90	\$ 45	\$ 4,050	\$80.00	\$7,200.00	\$41.00	\$3,690.00	\$52.00	\$4,680.00	\$41.00	\$3,690.00	\$52.00	\$4,680.00	\$93.00	\$8,370.00
3.05	Excavation	CUYD	2,500	\$ 30	\$ 75,000	\$23.00	\$57,500.00	\$16.50	\$41,250.00	\$46.50	\$41,250.00	\$16.50	\$41,250.00	\$46.50	\$41,250.00	\$28.00	\$70,000.00
3.06	Backfill	CUYD	1,600	\$ 40	\$ 64,000	\$30.00	\$48,000.00	\$19.00	\$30,400.00	\$35.00	\$56,000.00	\$19.00	\$30,400.00	\$35.00	\$56,000.00	\$38.00	\$60,800.00
3.07	Utility Abandonment	EA	15	\$ 1,500	\$ 22,500	\$1,500.00	\$22,500.00	\$600.00	\$9,000.00	\$1,950.00	\$29,250.00	\$600.00	\$9,000.00	\$1,950.00	\$29,250.00	\$9,313.00	\$139,695.00
3.08	Steel Sheet Pile Installation	SQFT	13,442	\$ 10	\$ 134,420	\$11.00	\$147,862.00	\$17.00	\$228,514.00	\$15.30	\$205,662.60	\$17.00	\$228,514.00	\$15.30	\$205,662.60	\$25.00	\$336,050.00
3.09	Steel Sheet Pile Material	LB	404,604	\$ 0.80	\$ 323,683	\$0.80	\$323,683.20	\$0.80	\$323,683.20	\$0.80	\$323,683.20	\$0.80	\$323,683.20	\$0.80	\$323,683.20	\$0.80	\$323,683.20
3.10	Sheet Pile Wall Obstruction	ALLOW	1	\$ 50,000	\$ 50,000	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3.11	Tie Back Anchor Non-Production Load Test	LS	1	\$ 25,000	\$ 25,000	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$20,208.00	\$20,208.00	\$7,500.00	\$7,500.00	\$20,208.00	\$20,208.00	\$12,700.00	\$12,700.00
3.12	Tie Back Anchors	EA	35	\$ 7,500	\$ 262,500	\$9,500.00	\$332,500.00	\$10,500.00	\$367,500.00	\$15,690.00	\$549,150.00	\$10,500.00	\$367,500.00	\$15,690.00	\$549,150.00	\$9,975.00	\$349,125.00
3.13	Flowable Fill	CUYD	800	\$ 250	\$ 200,000	\$140.00	\$112,000.00	\$124.00	\$99,200.00	\$111.50	\$89,200.00	\$124.00	\$99,200.00	\$111.50	\$89,200.00	\$150.00	\$152,000.00
3.14	Imported Misc. Fill (Type 3)	TON	50	\$ 45	\$ 2,250	\$40.00	\$2,000.00	\$71.00	\$3,550.00	\$34.00	\$1,700.00	\$71.00	\$3,550.00	\$34.00	\$1,700.00	\$228.60	\$11,430.00
3.15	Riprap and Bedding	TON	1,250	\$ 100	\$ 125,000	\$80.00	\$100,000.00	\$71.00	\$88,750.00	\$53.00	\$66,250.00	\$71.00	\$88,750.00	\$53.00	\$66,250.00	\$127.00	\$158,750.00
3.16	Subbase	TON	385	\$ 75	\$ 28,875	\$1.00	\$385.00	\$53.00	\$20,405.00	\$40.50	\$15,592.50	\$53.00	\$20,405.00	\$40.50	\$15,592.50	\$99.00	\$38,115.00
3.17	Bituminous Pavement	TON	85	\$ 125	\$ 10,625	\$400.00	\$34,000.00	\$145.00	\$12,325.00	\$106.00	\$9,010.00	\$145.00	\$12,325.00	\$106.00	\$9,010.00	\$150.00	\$12,750.00
3.18	Reinforced Concrete	CUYD	3.5	\$ 1,200	\$ 4,200	\$2,500.00	\$8,750.00	\$3,100.00	\$10,850.00	\$5,158.00	\$18,053.00	\$3,100.00	\$10,850.00	\$5,158.00	\$18,053.00	\$2,177.00	\$7,619.50
3.19	Restoration of Site Lighting	LS	1	\$ 32,000	\$ 32,000	\$40,000.00	\$40,000.00	\$36,000.00	\$36,000.00	\$44,546.00	\$44,546.00	\$36,000.00	\$36,000.00	\$44,546.00	\$44,546.00	\$78,740.00	\$78,740.00
3.20	Disposal of Excess Soil	TON	1,350	\$ 60	\$ 81,000	\$42.00	\$56,700.00	\$48.00	\$64,800.00	\$54.30	\$73,305.00	\$48.00	\$64,800.00	\$54.30	\$73,305.00	\$120.00	\$162,000.00
4	Site Restoration Items																
4.01	Topsoil	SOYD	1,500	\$ 4	\$ 6,000	\$6.00	\$9,000.00	\$11.50	\$17,250.00	\$6.00	\$9,000.00	\$11.50	\$17,250.00	\$6.00	\$9,000.00	\$7.65	\$11,475.00
4.02	Imported Topsoil	TON	800	\$ 32	\$ 25,600	\$32.00	\$25,600.00	\$78.00	\$62,400.00	\$36.00	\$28,800.00	\$78.00	\$62,400.00	\$36.00	\$28,800.00	\$55.60	\$44,480.00
4.03	Seeding	SOYD	10,000	\$ 1.50	\$ 15,000	\$1.40	\$14,000.00	\$2.50	\$25,000.00	\$2.50	\$25,000.00	\$2.50	\$25,000.00	\$2.50	\$25,000.00	\$3.60	\$36,000.00
4.04	Erosion Control Matting	SOYD	300	\$ 5.00	\$ 1,500	\$11.00	\$3,300.00	\$7.50	\$2,250.00	\$5.00	\$1,500.00	\$7.50	\$2,250.00	\$5.00	\$1,500.00	\$36.00	\$10,800.00
5	Project Closeout Items																
5.01	Demobilization/As-Builts/Closeout	LS	1	\$ 79,000	\$ 79,000	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00	\$26,883.20	\$26,883.20	\$75,000.00	\$75,000.00	\$26,883.20	\$26,883.20	\$122,000.00	\$122,000.00
<b>Totals</b>					\$1,781,928.20		\$1,774,930.20		\$1,862,667.20		\$1,997,224.00		\$1,862,667.20		\$1,997,224.00		\$2,583,104.70
<b>% of Eng. Estimate</b>					-0.4%		4.5%		12.1%		45.0%		4.5%		12.1%		45.0%

M:\DATA\20080822-4 East Harbor\Unveiled\003 Bulkhead Contract Documents\Bidding Support\Bid Evaluation\Bulkhead Bid Summary.xls\Bulkhead Replacement Project

## Arborio Corporation Supplemental Qualifications Information

EXPERIENCE IN CONSTRUCTION WORK SIMILAR TO PROJECT							
Name of Project	Description	Complete Date	Lateral Support Element	Sheet Length	Wall Length	Owner	Contact
Brass Mill Mall Site Work	Site development and sheet pile scour protection along river for bridge. All work by Arborio Corporation.	1997	Tied back to anchors	40'	150'	Brass Mill Center (Arbono was a subcontractor to Tilcon)	Tilcon, Anthony Cinello 860-224-6005
Riverwalk-Bulkeley Bridge Walkabout	Sheet pile bulkhead for Hartford Riverwalk	1999	Cantilever with cast-in-place concrete on top	55'	300'	City of Hartford-Riverfront Recapture	Kevin Burnham, Director of Public Works 860-757-9900 (Assistant)
Rte 4 Reconstruction, Torrington	Anchored shoring system to protect Rte 4	1999	Anchors	40'	400'	Connecticut Department of Transportation	District Engr. Wayne Blair (Retired), Supervisor Engr. Daniel Foley (Retired), Anchor Subcontractor: Spencer White & Prentiss-Drew Floyd (Currently with Moretrench) Cell #509-878-0002
Reconstruction of Rte 12/18-4 & I 95- Groton	Roadway support at stage lines	2003	Tiebacks	40'	160'	Connecticut Department of Transportation	Carl Nelson, District Engr. 860-823-3204
Replace East Ditch Storm Sewer	Sheet pile installation to support Metro North Railroad	2005	Internally braced	40'	200'	Town of Danbury	City Engineer. 203-797-4641
Emergency Watershed Protection Program	River protection	2007	Cantilevered	35'	300'	USDA-Town of Woodbury	Alan Leta, Contract Specialist 860-871-4031
Brainard Road Off ramp Reconstruction-Hartford	Temporary Support of interstate off ramp	2009	Deadman & Tiebacks	45'	125'	Connecticut Department of Transportation	District Engineer-Ravi Chandran, P.E. 860-258-4601 Email: ravi.chandran@ct.gov, System Designed By: Close Jensen & Miller, Tom Ryan P.E., Cell #860-604-5414
Dam Replacement	250' Temporary sheet pile wall for river diversion	2013	Cantilevered	45'	250'	University of Hartford	CDM Smith- Kurt van Heiningen, Principal Proj. Mgr. Cell# 860-882-8235, Direct# 860-808-2282



May 9, 2013  
Proposal 617942

Geotechnical  
Environmental  
Water Resources  
Ecological

Mr. Nick Casparino, P.E.  
Civil Engineer  
East Hartford Town Hall  
740 Main Street  
East Hartford, CT 06108

**Re: Proposal for Construction Administration Services  
East Hartford Flood Control System  
Bulkhead Replacement Project, Bid # 13-15**

Dear Mr. Casparino:

GEI Consultants, Inc. is pleased to submit this proposal to provide Construction Administration (CA) and Construction Inspection (CI) services for the Bulkhead Replacement Project (Bid #13-15) associated with the East Hartford Flood Control System. GEI was retained by the Town pursuant to a qualifications based selection process per bid award # 09-14. Our proposed scope of work, costs, and proposed conditions related to this project are outlined below.

### **Project Understanding**

The Town is proposing to complete various improvements to its flood control system. The specific improvements being addressed in this proposal are for replacement of an existing bulkhead along the Connecticut River, hereafter known as the Bulkhead Replacement Project. These improvements are being performed to comply with U.S Army Corps of Engineers (USACE) regulations, and for improved reliability of the flood protection system.

Construction documents for the Bulkhead Replacement Project have been prepared by GEI under separate contract. The services described to be performed under this proposal will be for providing construction administration services associated with the implementation of those improvements.

The project consists of constructing a new steel sheet pile bulkhead with permanent tie-backs on the riverside of an existing timber bulkhead between about Sta. 145+00 to Sta. 149+00. The main features of work include, but are not limited to, the following items:

- Mobilization including installation of site trailers, construction fence, turbidity curtain, and erosion and sediment controls.
- Site preparation, clearing and grubbing, topsoil removal and stockpiling.
- Relocation of mussels from within work area in Connecticut River.
- General site earthwork including excavation, stockpiling, disposal, backfilling and grading.



- Sheet pile bulkhead installation including tie-backs and structural steel.
- Backfill behind sheet pile bulkhead including placement of flowable fill, riprap bedding, and riprap.
- Cutting and abandoning utility penetrations through floodwall.
- Replacement of a concrete doorway plug in the floodwall.
- Reconstruction of bituminous walkway including restoring site lighting, and disturbed buried electrical cables.
- Site Restoration and seeding.

### Scope of Work

GEI proposes to perform construction administration services for this project according to the following scope of work:

1. **Pre-Construction Phase Services:** We will complete the following items after contractor selection and prior to field mobilization:

- Facilitate a pre-construction meeting in conjunction with the Town of East Hartford (TOEH).
- Identify and schedule required field inspection resources.
- Establish list of testing requirements.
- Identify and schedule required sub-consultants, testing laboratories and support.
- Assemble appropriate project documents and records for use on site.
- Establish project record keeping; Daily Field Reports (DFR) and periodic reporting protocols in conjunction with TOEH.
- Develop a submittal register and coordinate review with Engineer and TOEH.
- Manage submittal review with engineer and the TOEH.
- Engineering review of pre-construction submittals.
- Review contractor schedule
- Establish protocols with TOEH and contractor for:
  - Regular communications, requests for information (RFI) and field orders (FOs)
  - Change orders (CO's) and claims
  - Contractor Invoicing
  - Project documentation and as-builts

*Note: Some tasks noted above may continue to be performed after construction has begun. For example, preconstruction submittals may continue to be received well into construction. If so, GEI will keep this task open and will continue to charge to this task even though the construction phase services will be in progress.*

2. **Construction Phase Services:** GEI has assumed that construction will generally proceed according to the “time of completion” section of the construction contract, which stipulates a construction schedule that will translate to approximately 16 weeks of construction inspection. Although the contractor could conceivably take up to 18 weeks to complete the work, we do not feel it is realistic to budget for this entire time. In this proposal, GEI has estimated that the Senior Inspector will be needed for 8 weeks at 50 hours per week, and another 8 weeks at 40 hours per week. In addition, we estimate that the on-site Field Engineer will be needed for 8 weeks at 40 hours per week, and another 6 weeks at 24 hours per week.

A. **Construction Administration** GEI has budgeted for the below listed construction administration services for a maximum of 16 concurrent weeks. GEI will perform the following services as part of this task:

- Coordinate and manage inspection staff.
- Manage GEI’s CA budget.
- Oversee periodic reporting to TOEH including monthly reports to include:
  - Summary of prior month’s activities and upcoming planned activities.
  - Update construction schedule.
  - Identification of key problems, action items, and issues, with recommended action for solution.
  - Summary of contract value, invoices to date, change orders approved and pending.
  - Summary of disputes or notices of noncompliance.
  - Summary of RFIs and FOs.
  - Minutes of weekly progress meetings.
  - Photographs of representative project activities.
- Provide Engineering Support on RFI’s, submittal reviews, and inspections.
- Run weekly progress meetings
- Review/recommend (if any) Change Orders to TOEH.
- Review inspection and testing requirements regularly to insure compliance with project specifications and permits.
- Manage communications between field inspection staff, the TOEH and the GEI Engineer for RFIs and FOs and to resolve technical issues.
- Review/audit DFRs and other required reporting.
- Coordinate testing subcontractors and laboratories.

B. **Construction Inspection & Oversight** We have included budget for full time inspection coverage for a maximum period of 16 concurrent weeks. We have assumed that a notice to proceed will be issued to the contractor on June 3, 2013, and that work will start on June 17, 2013.

GEI will perform the following services as part of this task:

- Full time inspection and oversight while Contractor is on site.
- Communicate potential change orders, issues and problems in a timely manner to the Town Engineer per the approved communication protocols.
- Inspect materials and quality of work for compliance to the plans and specifications.
- Provide supplemental engineering support during the tie-back testing and
- Record quantities for progress payments.
- Maintain a daily log or diary of site activities.
- Photo-document field activities.
- Complete DFR.
- Review and recommend action on Change Order requests to the TOEH.
- Review and recommend action on RFIs and FOs to the TOEH.
- Review contractor invoices
- Record quantities for progress payments.
- Verify depths, alignments, dimensions and volumes required by plans and specifications.

We propose to subcontract survey services to BSC Group to provide quality assurance confirmatory survey checks and to collect survey data for the construction as-built drawings. A copy of their proposal is included as Attachment C. The BSC proposal is based partly on lump sum and partly on hourly services. Please see Cost section for details.

**3. Post Construction Services:** We will complete the following items after the completion of field activities:

- Administer final walk through and compile final punch list. We will provide periodic follow-through on the punch list items to monitor completion.
- Compile Project Record Documents in accordance with Town requirements.
- Prepare Record drawings.
- Produce a project Construction Report for Town and USACE submittal. We assume we will provide a draft copy for the Town to review, one round of revisions and six final copies of the report. The report will include:
  - Summary of the project history and overview of the contract.
  - Problems encountered and resolutions made.
  - Approved deviations from the design and rationale for the changes.
  - Summary of the final project cost and list of approved change orders.
  - Summary of QA/QC data.
  - Photographs depicting major aspects of the work in progress.
  - Project record drawings.
  - O&M data as required.
- Review final contractor invoice.

## **Staffing**

A summary of our key staff proposed on this project is included below. Resumes of these key staff are provided as an appendix.

### ***Project Manager***

John McGrane, P.E., will serve as GEI's Project Manager. Mr. McGrane will have a very limited role on this project and will be used primarily for resolution of any significant contractual or technical uncertainties regarding either the construction contract or GEI's contract with the Town.

### ***Design Support***

Mr. Jim Nickerson, P.E., will serve as GEI's engineer of record. Mr. Nickerson is the lead designer for the project and is intimately familiar with the project plans, specifications and permit requirements.

### ***Field Engineer***

Mr. Steve Sarandis, P.E., will serve as GEI's Field Engineer. Mr. Sarandis is a geotechnical engineer with experience in a wide range of projects involving subsurface explorations, geotechnical instrumentation, construction observation, and geotechnical analysis and design. Mr. Sarandis previously worked on the East Hartford cut-off wall project and is familiar with the Town's flood protection system and its administrative procedures. We anticipate his involvement with the project will be on a full time basis for the duration of the project. Mr. Sarandis will coordinate on-site inspection services and will assist with day-to-day administration of the construction contract and GEI's contract with the Town. This will include submittal review, construction status meetings, review of pay requisitions and change order requests, submittal of GEI pay requisitions, etc.

### ***Office Engineer***

Mr. Justin Dominguez, will serve as our Office Engineer. We anticipate his involvement with the project will be on a periodic basis for the duration of the project. Mr. Dominguez will review and coordinate disposition and tracking of project submittals and RFI's, and will assist with day-to-day contact with the Town.

### ***Senior Inspector***

Mr. Russ Morang will serve as our Senior Inspector. We anticipate his involvement with this project will be full-time on-site for the duration of the construction phase of the project. His role will include providing construction inspection and QA services as described in Task 2 above. The potential need for additional inspectors to provide coverage for concurrent tasks will be evaluated upon review of the successful contractor's schedule. Mr. Morang is an Engineering Specialist with GEI's Glastonbury, Connecticut office.

***Alternate Construction Inspection Support***

In the event that Mr. Morang is not available for inspection services due to extended duration of the Civil Works Project, GEI will provide an alternate inspector who can provide the required level of inspection for an interim period. It is our expectation that Mr. Morang would resume inspectional duties on the Bulkhead Project once available. In this interim period, GEI proposes that the following employee be considered by the Town for this assignment (see attached resume):

Mr. DeCesaris, EIT, joined GEI in 2007 and is a Geotechnical Engineer whose responsibilities at GEI include field investigation, construction oversight, engineering analysis, and engineering report preparation. He is experienced in geotechnical exploratory boring data management and visualization, soil classification, and construction management. Mr. DeCesaris worked extensively on the design of the Bulkhead project, which will be beneficial during the construction administration phase.

*Note: The intention is to use Mr. DeCesaris for an interim period in the absence of the primary inspector, Mr. Morang. It is our understanding that the Town finds this approach acceptable, provided that the duration of this interim period does not become extended. In the event of an extended duration, as determined by the Town, GEI commits to identifying a mutually agreeable long term alternate or replacement for Mr. Morang. GEI will provide an individual with the construction administration background that meets the Town's needs.*

**Cost**

Since the proposed work is dependent on actual project duration, contractor activities, submittals, requests for information, and other items outside our control, we propose to perform the above scope of work on a time and materials basis.

We estimate the scope of work outlined above will require total labor costs of \$253,699.48, and approximately \$20,344.00 in direct costs, which will include office expenses, equipment rental, laboratory materials testing, and reimbursable mileage. Survey services are also included as a direct expense. The proposal from BSC Group in Attachment C contains both hourly rates for survey (minimum half day crew rate) and a lump sum for the as-built record drawings. Based on this, GEI has estimated that BSC will be needed for a total of 10 half-day assignments at \$615 each sub totaling \$6,150; \$3,000 lump sum for as-builts, and reimbursable mileage of \$113; for a subcontract total of \$9,263 which has been entered into Table 1 as the subcontractor cost.

**Based on the above, GEI recommends that a total budget of \$273,697.48 be established for this work.** We understand this will be a Not to Exceed value, unless the assumptions noted are substantially altered.

The breakdown of our estimated hours and costs is included in Table 1. This estimate is based on our established unit rates by grade. We will bill based on direct payroll costs times our burdened audited overhead rate of 3.2034. The burdened audited overhead rate is based on our most recent audit (Year Ending 2010). The rate includes 191.22% for overhead, fringe and benefits and 10% profit. A list of proposed staff, pay rates, and billing rates are included in Table 2.

Direct costs will be billed with a 0% markup. We expect direct costs to include mileage, reproduction, shipping, and equipment rentals as necessary to complete the work (including inspection and testing equipment rental). A list of typical office expense rates is included in Table 3. A list of typical field equipment and their rental rates are included in Table 4. Lab charges are listed in Table 5.

### **Schedule**

We are prepared to begin the work within 7 days of receiving a Notice to Proceed. We have assumed that GEI's Pre-Construction services will start on June 3, 2013, and Construction Phase Services will be needed for 16 concurrent weeks from about June 17<sup>th</sup> through October 4<sup>th</sup>, 2013. We expect to complete the Post Construction services by December 6, 2013.

### **Conditions**

Our services will be provided in accordance with proposed Appendix D "Conditions of Engagement Between the Town of East Hartford and GEI enclosed with this proposal.

Thank you for the opportunity to submit this proposal. We look forward to continue working with you on this project. If you have any questions, please call me at 860-368-5426.

Sincerely,



John McGrane, P.E.  
Senior Consultant

CC: Jim Nickerson, PE  
Steve Sarandis PE

**Enclosures:**

- Table 1 – Estimate of Costs
- Table 2 – Payroll Roster
- Table 3 – Summary of Estimated Field Expenses
- Table 4 – Summary of Estimated Office Expenses
- Table 5 – Summary of Estimated Lab Testing
- Appendix A – GEI 2010 Audit
- Appendix B – GEI Staff Resumes
- Appendix C – BSC Proposal for Survey Services
- Appendix D – Conditions of Engagement
- Appendix E – Insurance Certificate/Endorsement

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IN WITNESSS WHEREOFF, the parties hereto have set their hands and seals on the day and year indicated

**Witnesses**

**Town of East Hartford**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Marcia A. Leclerc  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

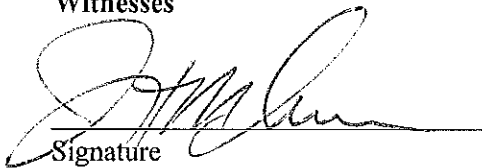
Mayor  
\_\_\_\_\_  
Title

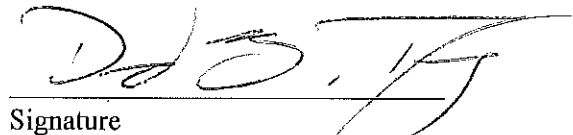
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Date

**Witnesses**

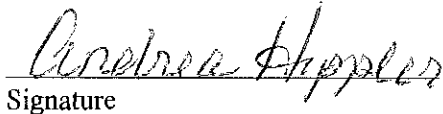
**GEI Consultants, Inc.**

  
Signature

  
Signature

John H. McGrave  
\_\_\_\_\_  
Name

David B. Terry  
\_\_\_\_\_  
Name

  
Signature

Vice President  
\_\_\_\_\_  
Title

Andrea Hippler  
\_\_\_\_\_  
Name

May 9, 2013  
\_\_\_\_\_  
Date

Connecticut Corporate Engineering Practice – Certificate of Authorization No. 393

Approved to Form by \_\_\_\_\_  
Scott Chadwick, Corporation Counsel



## **Table 1**

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**Estimate of Cost**

## **Table 2**

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**Payroll Roster**

**Table 2 - Payroll Roster**

Client: Town of East Hartford

Project: Construction Administration - East Hartford Flood Control System

East Hartford, Connecticut

GEI Proposal No. 617942

5/9/2013

Permanent Employee <sup>2</sup> Yes/No	Employee Name	Classification <sup>1</sup>	Actual	Burdened	
			Hourly Rate	Audited OH Rate	Billable Rate
Yes	J. McGrane	Senior Consultant 7	\$56.96	3.2034	\$182.47
Yes	B. Giroux	Senior Consultant 7	\$68.92	3.2034	\$220.78
Yes	J. Nickerson	Senior Consultant 7	\$55.76	3.2034	\$178.62
Yes	S. Sarandis	Senior Professional 6	\$49.24	3.2034	\$157.74
Yes	C. Grant	Senior Professional 6	\$51.40	3.2034	\$164.65
Yes	K. Bradley	Project Professional 4	\$30.84	3.2034	\$98.79
Yes	B. Cote	Project Professional 4	\$36.88	3.2034	\$118.14
Yes	C. Pray	Project Professional 4	\$36.76	3.2034	\$117.76
Yes	J. Dominguez	Project Professional 4	\$36.28	3.2034	\$116.22
Yes	A. Sanna	Project Professional 4	\$35.24	3.2034	\$112.89
Yes	S. Wilbur	Staff Professional 3	\$32.80	3.2034	\$105.07
Yes	K. Weber	Geotechnical Engineer (3)	\$30.12	3.2034	\$96.49
Yes	D. DeCesaris	Staff Professional 2	\$27.64	3.2034	\$88.54
Yes	L. McKiernan	Staff Professional 2	\$28.36	3.2034	\$90.85
Yes	R. Morang	Senior Technician	\$32.44	3.2034	\$103.92
Yes	N. Morang	Technician	\$16.00	3.2034	\$51.25
Yes	A. Melgey	Word Processor (Admin)	\$28.76	3.2034	\$92.13
Yes	A. Hippler	Word Processor (Admin)	\$27.92	3.2034	\$89.44
Yes	L. Berdebes	Word Processor (Admin)	\$16.32	3.2034	\$52.28
Yes	R. Kilpatrick	Word Processor (Admin)	\$17.80	3.2034	\$57.02

Note:

- 1) Classifications shown match GEI's job descriptions.
- 2) A permanent employee is defined as receiving paid leave and all other company benefits.
- 3) The Overhead Rate used is the actual FAR Audited Overhead Rate for 2010, which is the last period that Audited Overhead Rates are available.

### **Table 3**

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#### **Summary of Estimated Field Expenses**

**Table 3 - Summary of Estimated Field Expenses**

Client: Town of East Hartford  
 Project: Construction Administration - Bulkhead Repair Project  
 East Hartford, Connecticut  
 GEI Proposal No. 617942  
 5/9/2013

**Estimate of Field Equipment**

Description	Unit Rate	Unit	Quantity	Total Cost
Concrete Testing Equipment				\$ -
Roll A Meter	\$ 40.00	Day	1	\$ 40.00
Scale	\$ 30.00	Day	1	\$ 30.00
Slump Cone	\$ 10.00	Day	1	\$ 10.00
Curing Box	\$ 25.00	Day	1	\$ 25.00
Air Pot	\$ 30.00	Day	1	\$ 30.00
Thermometer	\$ 5.00	Day	1	\$ 5.00
Testing cylinders - case	\$ 37.00	Case	1	\$ 37.00
Grout Testing Equipment				\$ -
Marsh Funnel (Viscosity)	\$ 5.00	Day	20	\$ 100.00
Mud Balance (Unit Weight)	\$ 10.00	Day	20	\$ 200.00
<b>Total Testing Equipment:</b>				<b>\$ 477.00</b>

**Estimate of Travel Costs**

Description	Unit Rate	Unit	Quantity	Total Cost
Mileage (engineering support)	\$ 0.56	mile	4320	\$ 2,397.60
Tolls	\$ 3.50	Round trip	34	\$ 119.00
Mileage (Const administrative support)	\$ 0.56	mile	3304	\$ 1,833.72
<b>Total Travel Costs:</b>				<b>\$ 4,350.32</b>

1. Assume 20 roundtrips from office in Woburn Massachusetts to East Hartford Site for engineering support.
2. Roundtrip mileage Woburn MA to East Hartford CT is 216 miles. (20 trips x 216 miles/trip = 4,320 miles)
3. Tolls are on the Massachusetts Turnpike from Route 128, Exit 14 to Interstate 84, Exit 9.
4. Mileage for Const. Admin Support: One weekly R/T from Woburn for Field Engineer for 14 weeks, and mileage for for Inspector to/from Glastonbury office average once per week for 16 weeks .

**Table 4**

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**Summary of Estimated Office Expenses**

**Table 4 - Summary of Typical Office Expense Rates**

Client: Town of East Hartford

Project: Construction Administration - Bulkhead Repair Project

East Hartford, Connecticut

GEI Proposal No. 617942

5/9/2013

Description	Unit Rate	Unit	Estimated Quantity	Estimated Total
Black & white copies	\$0.10	Each	5,000	\$500
8.5.x 11 color copies	\$1.00	Each	500	\$500
11 x 17 color copies	\$1.70	Each	1,000	\$1,700
B/W Drawings - > 11x17	\$0.25	Square Foot	3,060	\$765
Color Drawings - > 11x17	\$1.55	Square Foot	600	\$930
Half Size Sheet	\$2.00	Each	200	\$400
GBC Cover Set	\$2.00	Each	10	\$20
Tabs	\$0.60	Each	100	\$60
Pockets	\$0.60	Each	50	\$30
Binders	\$8.00	Each	20	\$160
Postage	Actual Cost	--	--	\$500
<i>Contingency</i>	\$ 569.00		\$ 1.00	\$569

**Total Office Expenses: \$6,134**

## **Table 5**

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### **Summary of Estimated Lab Testing Expenses**



**Table 5 - Summary of Anticipated Laboratory Testing**

Client: Town of East Hartford

Project: Construction Administration - Bulkhead Repair Project

East Hartford, Connecticut

GEI Proposal No. 617942

5/9/2013

**Estimate of Quality Assurance Laboratory Testing**

Test	Test Method	Est. No. Tests	GTX Unit Cost	GTX Cost
Compressive Strength of Cement Cylinders	C 39/T 22	4	\$25	\$100
<i>Contingency (Assume 20%)</i>		1	\$20	\$20
			Total =	\$120

## **Appendix A**

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### **GEI 2010 Audit**

**GEI CONSULTANTS, INC.**

**STATEMENT OF DIRECT LABOR, FRINGE  
BENEFITS, AND GENERAL OVERHEAD WITH  
INDEPENDENT AUDITORS' REPORT**

**FOR THE YEAR ENDED DECEMBER 31, 2010**

**BASED ON FEDERAL ACQUISITION REGULATIONS**

GEI CONSULTANTS, INC.

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FOR THE YEAR ENDED DECEMBER 31, 2010

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Statement of Direct Labor, Fringe Benefits, and General Overhead	2 - 3
Notes to Statement of Direct Labor, Fringe Benefits, and General Overhead	4 - 7
Report on Internal Control Over Financial Reporting And on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	8 - 9



## Yoshida & Sokolski, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT AUDITORS' REPORT ON THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

To the Board of Directors  
GEI Consultants, Inc.  
Woburn, Massachusetts 01801

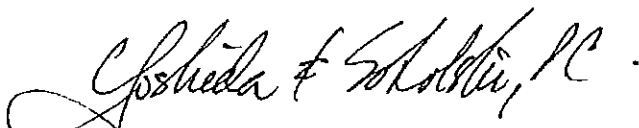
We have audited the accompanying Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred as "overhead statement" or "the Statement") of GEI Consultants, Inc. ("the Company") for the year ended December 31, 2010. The Statement is the responsibility of GEI Consultants, Inc.'s management. Our responsibility is to express an opinion on the Statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Statement. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead statement was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the overhead statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended December 31, 2010 on the basis of accounting described in Note 2.

In accordance with the Government Auditing Standards, we have also issued our report dated May 12, 2011 on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the Federal Acquisitions Regulation. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

  
May 12, 2011

GHI CONSULTANTS, INC.

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

FOR THE YEAR ENDED DECEMBER, 31, 2010

	<u>Per CPA Audit Report</u>	<u>FAR Audit Adjust.</u>	<u>Per FAR Audit</u>	<u>FAR Rates</u>
<b>DIRECT LABOR</b>				
Wages - direct labor	\$ 17,850,724	\$ -	\$ 17,850,724	
<b>FRINGE BENEFITS</b>				
Paid personal leave, accrued	\$ 477,734	\$ -	\$ 477,734	
Paid personal leave, paid	3,408,906	35,530 (j)	3,373,376	
Bonuses	2,547,038	79,320 (j)	2,467,718	
Overtime premium	47,458	47,458 (d)	-	
Other fringe payroll	28,152	-	28,152	
Payroll taxes FICA/unemp.	2,558,332	-	2,558,332	
Group insurance	2,484,931	-	2,484,931	
Profit-sharing	1,150,002	8,423 (j)	1,141,579	
Workers' compensation ins.	241,312	-	241,312	
Other employee benefits	50,383	-	50,383	
Termination costs	30,874	-	30,874	
Tuition reimbursement	49,886	-	49,886	
Total Burden and Fringe	<u>13,075,008</u>	<u>170,731</u>	<u>12,904,277</u>	<u>72.29%</u>
<b>GENERAL OVERHEAD</b>				
General and Admin. Payroll	\$ 10,657,394	\$ 278,498 (j)	\$ 10,378,896	
General and Admin. Expenses				
Advertising	50,322	50,322 (a)	-	
Assoc. dues, G & A entertain., employee morale unallowable	173,179	173,179 (g)	-	
Auto expense	(47,595)	-	(47,595)	
Bad debt expense	(95,642)	(95,642) (b)	-	
Brochures	59,101	59,101 (a)	-	
Business development	805,462	363,350 (a)	442,112	
Computer	486,291	-	486,291	
Consulting	36,391	-	36,391	
Contributions	49,805	49,805 (c)	-	
Drafting expense	(18,840)	-	(18,840)	
Dues and licenses	228,131	-	228,131	
Field expense - Environ.	(100,486)	-	(100,486)	
Field expense - GeoTech.	39,087	-	39,087	
Health and safety	89,842	-	89,842	
Human resources general	8,586	-	8,586	
Human resources recruiting	92,733	-	92,733	
Human resources recruiting bonus	564,500	-	564,500	
Human resources relocation	1,610	-	1,610	
Insurance - automobile	60,990	-	60,990	
Insurance - general liability	162,412	-	162,412	

GEI CONSULTANTS, INC.

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

FOR THE YEAR ENDED DECEMBER, 31, 2010

	<u>Per CPA Audit Report</u>	<u>FAR Audit Adjust.</u>	<u>Per FAR Audit</u>	<u>FAR Rates</u>
<b>GENERAL OVERHEAD (CONTINUED)</b>				
General and Admin. Expenses				
Insurance - professional liability	\$ 489,336	\$ -	\$ 489,336	
Lab. expense - Environ.	85,564	-	85,564	
Lab. expense - GeoTech.	21,680	-	21,680	
Library	34,757	-	34,757	
Meals	213,212	-	213,212	
Office supplies	307,859	-	307,859	
Postage and mailing	113,336	-	113,336	
Professional services: accounting	109,526	-	109,526	
Professional services: legal	97,541	-	97,541	
Proposals	114,388	-	114,388	
Quality management	188	-	188	
Rent	3,149,192	-	3,149,192	
Repairs and maintenance	53,760	-	53,760	
Reproduction	279,566	-	279,566	
Sales tax	2,346	-	2,346	
Taxes - other	46,690	-	46,690	
Telephone	789,834	-	789,834	
Temporary living	27,943	-	27,943	
Temporary staff	195,060	-	195,060	
Trade show	-	-	-	(a)
Training - health and safety	28,655	-	28,655	
Training - staff development	180,537	-	180,537	
Travel	742,139	-	742,139	
Utilities	74,497	-	74,497	
Depreciation	1,325,966	-	1,325,966	
Interest expense and bank fees	27,456	3,142	24,314	(e)
Miscellaneous Expenses	31,807	-	31,807	
Penalty	1,653	1,653	-	(i)
Loss on sale of equipment	113,945	-	113,945	
Provision for income tax - federal	513,558	513,558	-	(f)
Provision for income tax - state taxes adjusted to actual	251,686	99,669	152,017	(f)
<b>Total General Overhead</b>	<u>22,726,950</u>	<u>1,496,635</u>	<u>21,230,315</u>	<u>118.93%</u>
<b>Total Fringe Benefits</b>	<u>13,075,008</u>	<u>170,731</u>	<u>12,904,277</u>	<u>72.29%</u>
<b>Total Indirect Costs</b>	<u>\$ 35,801,958</u>	<u>\$ 1,667,366</u>	<u>\$ 34,134,592</u>	<u>191.22%</u>

**HISTORICAL INDIRECT COST RATE:**

Total Allowable Indirect Costs	\$ 34,134,404	= <u>191.22%</u>
Total Allowable Direct Labor	\$ 17,850,724	

GEI CONSULTANTS, INC.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD

FOR THE YEAR ENDED DECEMBER 31, 2010

*NOTE 1 DESCRIPTION OF THE COMPANY*

GEI Consultants, Inc. (the "Company"), a privately held corporation organized in Massachusetts on July 16, 1970, is an engineering firm that provides specialized design and consulting services in three major areas: environmental engineering and science, water resources, and geotechnical engineering. These services include regulatory compliance, permitting, hydraulics and hydrology, geohydrology, geology and structural engineering.

The types of projects for which these services are provided include dams, water supply and wastewater treatment systems, hazardous waste site assessment and remedial design, buildings, transportation systems, landfills, waterfront developments, and construction management services related to these activities.

Typical clients include industries; federal, state, and municipal agencies; utilities; architect/engineer (A/E) firms; law firms, throughout the United States.

*NOTE 2 BASIS OF ACCOUNTING*

The Company's overhead Statement was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations (FAR). Accordingly, the overhead statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

*NOTE 3 DESCRIPTION OF ACCOUNTING POLICIES*

The financial statements of the Company are prepared on the accrual basis.

The Company maintains a job order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job order cost accounting system.



GEI CONSULTANTS, INC.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD  
(CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2010

*NOTE 4 DESCRIPTION OF OVERHEAD RATE STRUCTURE*

The Company's overall rate structure is a single base and all costs are allocated based on direct labor cost.

Nonsalary Direct Project Costs or Other Direct Costs (ODCs) are consistently charged to all projects, and not just projects that reimburse for ODCs. The following represents a listing of cost items generally charged directly to projects:

- Outside services
- Materials and rentals (including in-house charges for computer costs, reproduction, and equipment charges)
- Travel

*NOTE 5 DESCRIPTION OF LABOR-RELATED COSTS*

Project labor

The Company charges actual labor to all projects and distributes labor costs to direct projects for all employee classifications.

Variances

There were no variances recorded as the Company records actual labor costs.

Paid Time Off

Paid Personal Leave ("PPL") time is earned on an accrual basis based on the number of days an employee is active, their length of service, and the number of hours they are scheduled to work. PPL is accrued and vested daily and credited at the end of each bi-weekly pay period. Vested PPL cannot be forfeited. PPL accrual is subject to an accrual limitation policy. PPL hours will continue to accrue up to a maximum of 300 hours. When the maximum number of PPL hours has been reached, no additional PPL hours will accrue until PPL time has been taken. The accrual resumes during the payroll period following the reduction of the account balance to a level below the cap.

The Company accrued leave costs that were earned during the period and included them in the overhead rate. All accrued and unused PPL is paid to an employee upon termination.

Paid Overtime

Premium overtime costs are incurred in meeting certain deadlines. If an employee is eligible for overtime, they receive a cash payment equal to time and a half (premium portion). The premium portion of paid overtime is included in the indirect cost pool.

GEI CONSULTANTS, INC.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD  
(CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2010

*NOTE 5 DESCRIPTION OF LABOR-RELATED COSTS (CONTINUED)*

Uncompensated Overtime

The Company did not pay certain salaried employees for time worked in excess of 40 hours per week. The time in excess of 40 hours was credited to the indirect cost pool. The credited amount, \$165,685, consisted of hours worked in excess of 40 times the employee's standard hourly rate.

Highly Compensated Employees/Officers/Owners

The Company paid compensation to senior executives did not exceed the FAR 31.205-6(p) limit of \$693,951 per person.

Pension Plans, Deferred Compensation Plans, and ESOPs

The Company operates a 401(k) profit sharing plan, meeting the requirements of FAR 31.205-6(j), to which it makes a cash contribution at the discretion of the board of directors, subject to eligibility and vesting requirements. Employees may elect to defer up to 60% of their compensation.

Contract/Purchased Labor

The Company uses contract labor for engineering related services, and bills this labor as if it were for regular employees. Contract employees are entered into the labor reporting system for the purposes of posting their time to a project. Contract labor costs of \$116,663 for the period audited have been included in the direct labor base.

*NOTE 6 DESCRIPTION OF DEPRECIATION AND LEASING POLICIES*

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool. The depreciation reflected on the Company's financial statements is included on the Overhead Statement and is allowable under FAR 31.205-11(e).

*NOTE 7 DESCRIPTION OF RELATED PARTY TRANSACTIONS*

There were no related party transactions identified and therefore, no amounts were required to be adjusted in accordance with FAR 31.205-26(e) and FAR 31.205-36(b)(3).

GEI CONSULTANTS, INC.

NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD  
(CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2010

**NOTE 8 LIST OF DIRECT COST ACCOUNTS**

Direct job costs that were billed directly were as follows for the year ended December 31, 2010:

Outside services	\$ 17,643,313
Materials and rentals	2,124,179
Travel	<u>1,435,215</u>
	<u>\$ 21,202,707</u>

The Company utilizes PaperFlow 7.84 and Contempus Invoice 2009 which are integrated with the Company's BST Enterprise general ledger software. All vendor invoices are scanned into Contempus which prevents the processing of duplicate invoices. Vendor invoices and the account coding are reviewed at various levels of management for propriety, including the project manager, prior to authorization of payment. All invoices are either a direct cost or part of the indirect cost pool. System controls prevent posting any invoices to both direct and indirect costs.

**NOTE 9 SUMMARY OF UNALLOWABLE EXPENSES**

- (a) Advertising, brochures, trade shows and promotional costs - unallowable per FAR 31.205-1.
- (b) Bad debt expense - unallowable per FAR 31.205-3.
- (c) Contributions - unallowable per FAR 31.205-8.
- (d) Overtime premium - unallowable per FAR 31.205-06.
- (e) Interest expense - unallowable per FAR 31.205-20.
- (f) Provision for income taxes - unallowable federal taxes and allowable state taxes adjusted to actual per FAR 31.205-41.
- (g) Association dues and legal - unallowable as lobbying expenses per FAR 31.205-22.
- (h) Goodwill - unallowable per FAR 31.205-49
- (i) Fines, penalties, and mischarging costs - unallowable per FAR 31.205-15(a)
- (j) Executive compensation costs - unallowable per FAR 31.205-6



## Yoshida & Sokolski, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

### REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors  
GEI Consultants, Inc.  
Woburn, Massachusetts 01801

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred to as "the Statement") of GEI Consultants, Inc. ("the Company") for the year ended December 31, 2010, and have issued our report thereon dated May 12, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

#### Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting in the categories of cash disbursements and payroll as a basis for designing our auditing procedures for the purpose of expressing an opinion on the Statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a significant deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of entity's financial statements will not be prevented, or detected and corrected on a timely basis.

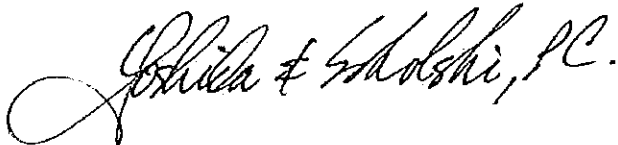
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

#### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's overhead statement is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of

Part 31 of the Federal Acquisitions Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

This report is intended solely for the information and use of the management, others within the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and is not intended to be and should not be used by anyone other than these specified parties

A handwritten signature in cursive script that reads "Phila & Sholshi, PC." The signature is written in black ink and is positioned above the date.

May 12, 2011

Project Construction Administration Proposal  
Bulkhead Replacement  
Proposal 617942  
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## **Appendix B**

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### **GEI Staff Resumes**

# John H. McGrane, P.E., Senior Consultant



## Education

B.S., Civil Engineering, University of Connecticut, 1978  
M.S., Management, Rensselaer Polytechnic Institute, 1988

## Registration/License

Connecticut Licensed Professional Engineer, No. 13678

## Civic

Vice Chairman, Town of Farmington, CT, Water Pollution Control Authority

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## Background

Mr. McGrane is a Professional Engineer with over 30 years of technical and management experience in infrastructure operations and related capital projects. Having served in engineering and construction administration positions with both private and public sector entities, Mr. McGrane has a unique perspective with regard to complex infrastructure projects. Mr. McGrane also has an extensive background in street and utility engineering; urban and suburban land development; and electric power generation plant construction.

Prior to joining GEI in April, 2011, Mr. McGrane held positions with the City of Hartford, CT Department of Public Works, most recently as its Assistant Director and City Engineer. As City Engineer, Mr. McGrane managed DPW's Capital Improvement Program which had a budget of up to \$40 Million annually. This included authority for infrastructure design and construction, contract administration, and long-range capital planning for streets, drainage, bridges, and flood control projects. As lead technical professional in Connecticut's capital city, Mr. McGrane had a visible presence in the local media and with the general public, and achieved a sound reputation for integrity, accurate project representation, and effective public communications.

## Experience

### Flood Control Infrastructure Management

Mr. McGrane served as Director of the Greater Hartford Flood Commission which has authority for regulation of flood plain development and stewardship of Hartford's extensive Flood Protection System, the largest of its kind in New England. This system consists of major earthen and concrete levees, multiple stormwater pump stations, and major hydraulic conduits. Mr. McGrane successfully managed a multi-year program which secured critical FEMA Levee Accreditation, and a favorable U.S. Army Corps of Engineers rating of the system. As a key representative of the City of Hartford, Mr. McGrane also served an important role as Hartford's primary liaison with the U.S. Army Corps of Engineers, Federal Emergency Management Agency, the Metropolitan District Commission, and State of Connecticut agencies including the Department of Environmental Protection and Department of Transportation.

### Street Infrastructure Design, Maintenance, and Operation

As Hartford's City Engineer, Mr. McGrane had authority for urban infrastructure functions including reconstruction and rehabilitation of streets and bridges; underground utility reconstruction impact mitigation; and maintenance functions needed to optimize component life cycle. Similar positions held in suburban municipalities in Greater Hartford included serving in public works director capacities for the Towns of Farmington, CT, and Glastonbury, CT. In these positions, Mr. McGrane was also extensively involved in municipal land use planning, local regulatory permit approval processes, and evaluation of environmental and public impacts associated with development projects.

### **Sewage Treatment Facility Operation and Management**

As Director of Public Works & Development Services for the Town of Farmington, CT, Mr. McGrane had overall management authority for its sewage treatment facility and associated collection system consisting of gravity sewers a series of pump stations. This included management of the system's overall operation, capital improvement projects, and other activities undertaken for operational needs and regulatory compliance. Mr. McGrane has continued his involvement in a stewardship role, currently serving as Vice Chairman of the Farmington Water Pollution Control Authority.

### **Other Municipal Public Works Operations**

Mr. McGrane also had extensive involvement in the management of ongoing operational functions including solid waste collection and disposal programs; street and highway maintenance efforts; building and grounds maintenance; and building inspection and enforcement activities.

### **Power Generation Facilities**

During construction of the Millstone Unit 3 Nuclear Power Station in Waterford, CT, Mr. McGrane was employed by its owner, Northeast Utilities, in a construction engineering and construction management capacity. This involved primarily structural, piping, and pressure vessel installations. Mr. McGrane was also involved in major retrofit projects on the Millstone Unit 1 and Unit 2 power plants pursuant to Nuclear Regulatory Commission mandates. Also under management in this position were various projects on hydro-electric and fossil fuel power generation facilities.

### **Private Consulting Engineering- Land and Site Development**

Mr. McGrane began his career in the private consulting field, and worked with the Connecticut based civil engineering firms of Dicesare-Bentley Engineers, Inc., and Kratzert-Jones Engineers, Inc. Mr. McGrane gained fundamental experience with these firms which concentrated in the areas of land development engineering, regulatory permit approval assistance for private developers, and design of related infrastructure including roadways, drainage, sewers, and other site components.



# James F. Nickerson, P.E., Project Manager



## Education

M.S., Civil Engineering, Worcester Polytechnic Institute, 1999

B.S., Civil Engineering, Union College, 1997

## Registration

Professional Engineer: - Virginia, Massachusetts, Connecticut

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## Background - Geotechnical

Mr. Nickerson is a registered civil engineer with 11 years of experience. Mr. Nickerson is a geotechnical engineer with a wide range of experience including foundation engineering, earth retaining structures, slope stability, seepage and settlement analysis, subsurface explorations, laboratory testing programs, and pavement design.

Mr. Nickerson has completed geotechnical studies for transportation projects, levee and dam projects, commercial developments, parking garages, industrial facilities, and utility infrastructure. He has provided design recommendations for construction in a variety of geologic conditions including soft marine soils, residual soils, and rock. Mr. Nickerson also has experience in drilled shaft design, construction, and load testing.

## Background – Flood Control/Dams

Mr. Nickerson is a registered civil engineer with 11 years of experience. He has been involved in the planning, evaluation, and design of a wide range of flood control and dam projects. He has extensive experience completing geotechnical evaluations. He also has experience in leading multi-disciplinary teams of engineers and scientists, as well as a strong technical background with emphasis on solving problems and reducing costs. Mr. Nickerson's project experience includes managing contracts with professional service budgets up to \$2 million. He has direct experience planning and executing investigations, supervising engineering evaluations, preparation of reports, development of construction plans and specifications, and construction monitoring.

## Experience

### Dams and Levees

**City of Dubuque, FEMA Accreditation Seepage and Stability Evaluation, Dubuque, Iowa.** Served as the lead geotechnical engineer for the evaluation of the Dubuque Local Flood Protection Project for FEMA Accreditation. The project, located along the Mississippi River, includes about 5 miles of earth embankment and about 1 mile of floodwalls, including T-wall and I-wall sections. The evaluation consisted of seepage and stability analysis of the earth embankment and floodwalls. Work included reviewing existing documents, record drawings, operation and maintenance manuals, performing confirmatory test borings and completing engineering evaluations to support the City's accreditation report submission to FEMA.

**East Hartford Flood Control System FEMA Accreditation, East Hartford, Connecticut.** Completed an engineering study of the East Hartford Flood Control System to provide documentation that the system meets the design criteria specified in accordance with 44 CFR Section 65.10 of the National Flood Insurance Program. The study included evaluating existing documentation, site reconnaissance, a subsurface exploration program, and engineering evaluations of the 4-mile-long system. Serving as the Project Manager, his responsibilities include developing a subsurface exploration program, coordinating the riverside hydraulics

and hydrology study, floodwall and closure structure evaluations, and embankment stability and seepage evaluations, settlement evaluations and review of the operations and maintenance manual.

Mr. Nickerson also provided design services and served as the Engineer-of-Record for remedial measures where deficiencies in the flood control system were identified. Services included permitting, design drawings, construction contracts and specifications for sheet pile cutoff walls, soil-bentonite cutoff walls, floodwall and closure structure concrete repairs, riverfront bulkhead wall replacement, levee utility penetration abandonment, retaining wall replacement and renovations to mechanical/electrical/plumbing systems at the three pump stations.

**Zone 3A, Line G-1 Levee Improvement, , Union City, California, Alameda County Flood Control and Water Conservation District**

Served as the lead geotechnical engineer to evaluate and design improvements to an existing shoreline levee along the south east portion of the San Francisco Bay. The design included raising a 3,000 foot long section of levee founded on very soft bay mud. Work included developing a lab testing program to estimate consolidation and strength characteristics of the soft foundation soils. Design included evaluating constructability of the initial lifts of fill on the soft bay mud using geotextile reinforcement. Analysis included settlement, slope stability, and seepage analyses of the improved levee embankment.

**Upper Sand Creek Detention Basin, Martinez, California, Contra Costa County Flood Control and Water Conservation District**

Served as the lead geotechnical engineer to provide evaluation and design of a 40-foot tall, 1,800-foot-long earth embankment. The proposed dam will serve as a flood control detention basin. Analysis included seepage, slope stability, seismic stability and deformation evaluation, and downstream graded filter design. Evaluation also included settlement analysis of the embankment along the proposed centerline as well as the along the outfall structure.

**FEMA Levee Certification, Hartford, Connecticut.** Completed an engineering study of the Hartford Levee System to support the City's effort to have the levee system brought from the Provisional Accreditation Levee status to full FEMA accreditation. The study included evaluating existing documentation, site reconnaissance, subsurface exploration program, and engineering evaluations of the 7-mile-long system. Project responsibilities include developing preliminary seepage analysis and internal independent review and quality control.

**Springfield Flood Control System FEMA Accreditation, Springfield, Massachusetts.** Completed an engineering study of the Springfield Flood Control System to provide documentation that the system meets the design criteria specified in accordance with 44 CFR Section 65.10 of the National Flood Insurance Program. Study includes evaluating existing documentation, site reconnaissance, subsurface exploration program, and engineering evaluations of the system. Served as the in-house consultant with responsibility for review and quality assurance of the engineering study and the final accreditation report.

**West Springfield Flood Control System FEMA Accreditation, West Springfield, Massachusetts.** Completing engineering evaluations of the West Springfield Flood Control System to provide documentation that the system meets the design criteria specified in accordance with 44 CFR Section 65.10 of the National Flood Insurance Program. Study includes evaluating existing documentation, site reconnaissance, subsurface exploration program, and engineering evaluations of the system. Served as the project manager with responsibility for engineering evaluations included erosion protection and riverside hydraulics.

**Feather River Levee, Phase 4 Repairs, Yuba County, California, Three Rivers Levee Improvement Authority.** Project consisted of the evaluation of 14 miles of the east bank of the Feather River levee. Based on the evaluation, the repair project consisted of designing repairs to 8 miles of the existing levee and a 6-mile setback levee to replace a portion of the existing levee. Responsibilities included managing the subsurface

exploration program consisting of conventional drilling, sonic drilling, cone penetrometer soundings, field vane shear testing, geophysics surveying, and a comprehensive lab testing program. All of the subsurface exploration data was managed with gINT software to reduce errors and allow quick visualization of the subsurface conditions.

Served as the Project Geotechnical Engineer completing and managing the seepage, stability, settlement, and liquefaction evaluation for the existing levee and the proposed setback levee. Seepage evaluation included evaluation of underseepage and through seepage, and design of seepage mitigation measures including cutoff walls, seepage berms, and relief wells. Stability evaluation included the end-of-construction, steady-state-seepage and rapid drawdown cases, and design of stability mitigation measures including stability berms. Settlement evaluation included assessment of post-construction settlements and designing camber to provide adequate freeboard and berms to protect against longitudinal cracking due to differential settlements. Liquefaction evaluation included assessing the post-seismic deformations and quantifying the potential levee seismic vulnerability.

**Bear River Setback Levee, Yuba County, California, Three Rivers Levee Improvement Authority.** Project consisted of the design of a 2-mile setback levee to replace the existing levee. Served as the Project Geotechnical Engineer completing and managing the seepage, stability, and settlement evaluation for the proposed setback levee. Seepage evaluation included evaluation of underseepage and through seepage, and design of seepage mitigation measures including cutoff walls, seepage berms, and relief wells. Stability evaluation included the end-of-construction, steady-state-seepage and rapid drawdown cases, and design of stability mitigation measures including stability berms. Settlement evaluation included assessment of post-construction settlements and designing camber to provide adequate freeboard and berms to protect against longitudinal cracking due to differential settlements.

**Upper and Lower Aetna Dam Reconstruction, Borough of Medford Lakes, New Jersey, Dewberry Goodkind, Inc.** Completed feasibility study and design for a Roller Compacted Concrete (RCC) replacement of two embankment dams that had failed during flooding. Evaluated costs, impacts on community, and technical feasibility for earth, concrete, and RCC alternates, and assisted in geotechnical investigations and evaluations. Prepared final design for the selected option.

**Helmetta Dam Rehabilitation, Middlesex County, New Jersey, PMK Group, Inc.** Project included design of remedial measures to bring this earth embankment dam and spillway into compliance with the New Jersey Dam Safety Standards for a Class II (significant hazard) dam. Identified dam deficiencies were inadequate hydraulic capacity, deteriorated spillway structure, dense vegetation cover on embankments, lack of control for the outlet works, and seepage. Preliminary designs to improve safety included a temporary cofferdam, temporary stream diversion system, new concrete spillway, intake structure training walls, stilling basin, auxiliary spillway, gated culvert, access road, graded filter, and raised embankment crest. Responsibilities included reviewing calculations for dam rehabilitation improvements including a new spillway and downstream filter blanket, as well as preparation of construction contract documents.

#### **Professional Associations**

American Society of Civil Engineers

Association of State Dam Safety Officials

United States Society on Dams

# Stephen J. Sarandis, P.E., Geotechnical Engineer



## Education

B.S., Civil Engineering, University of Massachusetts, 1985

## Registration

Professional Engineer: Massachusetts

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## Background

Mr. Sarandis is a geotechnical engineer with experience in a wide range of projects involving subsurface explorations, geotechnical instrumentation, construction observation, and geotechnical analysis and design.

## Experience

### Building

**Nine Mile Point Site Characterization, UniStar Nuclear and AREVA, Oswego, New York.** Field Manager for a multimillion dollar site characterization project to site, permit, and construct a 1,600MWe Evolutionary Power Reactor (EPR) in New York. The project scope was to characterize the geological, hydrological, and geotechnical characteristics of the site to support site layout (including excavations, tunnels, and safety-related nuclear structures), to provide the basis for seismic analysis of structural integrity, and to provide aspects of the Combined Operating License Application (COLA) to the U.S. Nuclear Regulatory Commission. The program included: approximately 16,500 feet of on shore and off shore barge drilling, installation of a monitoring well network, over 130 hydraulic tests, approximately 48,000 feet of on shore and off shore seismic reflection and refraction surveys, down-hole surveys, approximately 1,900 chemical analyses, and over 200 geotechnical laboratory tests of soil and rock.

**New Substation, Bridgeport Harbor Station, Wisvest, Inc.** Observed geotechnical aspects of a project to construct a new substation at an existing power station in Bridgeport, Connecticut. The new substation was supported on drilled mini-piles. Responsibilities included supervision of the subsurface investigation and preparation of a report with foundation recommendations. Responsibilities during the design phase included technical assistance to the structural engineer and preparation of sections of the project specifications relating to the substation foundation. Responsibilities during construction included on-site inspection of the pile load test and pile installation, preparation of reports summarizing the results of the load tests, and the inspection of the mini-piles.

**McCormack & Dodge Corporate Headquarters, Framingham, Massachusetts, Leggat McCall, Inc.** Observed the installation a pile foundation for a 4- to 6-story office building. Responsibilities included monitoring the pile installation and running two pile load tests.

### IBM Corporate Headquarters, Southbury, Connecticut, Benjamin & Thompson Associates.

Observed subsurface investigation, including 45 soil borings and installation of groundwater observation wells. During the construction phase, observed foundation subgrade and placement of structural fill for building, parking lots, and access roads.

**Harvard Medical School, Boston, Massachusetts, Harvard University.** Field engineer for construction of a new 6-story building. Responsibilities included inspection of footing subgrades and underpinning operations of adjacent structures. Prepared a daily field report documenting the progress of the job and presenting project recommendations.

**75 Clarendon Street Condominiums, Boston, Massachusetts, Renaissance Properties.** Observed the installation of 120 pre-cast concrete piles to support a new 10-story-high condominium building.

## **Dams**

**Ellis Pond Dam, Norwood, Massachusetts, Fay Spofford & Thorndike, Inc.** Monitored the reconstruction of the downstream embankment, installation of a new filtered seepage collection system, and installation of a new articulated concrete block protected emergency spillway.

**Deerfield No. 5 Station, Monroe and Florida, Massachusetts, New England Power Services Company.** Performed groundwater and slope stability analyses. Construction observation included evaluation of exposed subgrade, field adjusting of rock fill overlay design to existing topography, and monitoring the installation of horizontal drains to stabilize an existing slope. Geotechnical engineer for construction improvements to an earthen canal conveyance system that transports water from a higher level in the Deerfield River to the downstream power station.

**Allendale Dam, North Providence, Rhode Island, Loureiro Engineering Associates, Inc.** Supervised the testing of 20 rock anchors installed to provide horizontal stability for a new concrete dam. Responsibilities during the testing program consisted of supervising the rock anchors tests, reducing and plotting the field data, and calculating the free length of the rock anchors.

**Rock Bolt Installation and Testing, Sherman Dam, Monroe, Massachusetts, New England Power Services Company.** Project consisted of testing existing rock bolts supporting the abutment of a bridge over a spillway. Based on the results of the rock bolt tests, additional rock bolts were installed. The testing program consisted of supervising the rock bolt tests, reducing and plotting the field data, and calculating the free length of the rock bolts. The installation of the new rock bolts consisted of verifying the contractor's compliance to the project plans and specifications, and keeping track of contract quantities.

**Cerro Kori Kolla, LaPaz, Bolivia.** Supervised an investigation of an existing tailings impoundment for an active gold mine. The investigation included borings and test pits to obtain undisturbed samples of embankment soils and mine tailings and the installation of vibrating wire piezometers. Responsible for technical aspects of work and also responsible for daily communication and planning with mine personnel to maintain project schedule.

**Blenheim-Gilboa Pumped Storage Power Project, Blenheim, New York, New York Power Authority.** Program consisted of inspection and rehabilitation of 36 hydraulic piezometers and 2 hydraulic settlement gages. Field engineer for an inspection and rehabilitation program for the embankment monitoring systems in an upper reservoir dike and lower reservoir dam.

**Saltlick Dam, Johnstown, Pennsylvania, Gannett Fleming Co.** Performed analysis of a test blast program for a blasting project to increase the size of an existing spillway in rock. Analyzed data from seismographs and vibrating wire piezometers and provided recommendations for the production blasting.

**Robert Moses Niagara Power Project, Lewiston, New York, New York Power Authority.** Supervised the installation of inclinometer casing in boreholes in rock up to 490 feet deep, installation of pneumatic piezometers and installation of fissurometers. Performed in situ stress measurements in the powerhouse galleries of the dam using the U.S. Bureau of Mines Overcore method. Established 2,400 linear feet of optical base line survey systems. Responsibilities also included conducting an on-site, two-day program to train Power Authority employees on how to read the instrumentation.

**Ball Mountain Dam, Jamaica, Vermont, U.S. Army Corps of Engineers.** Installed 13 inclinometers in 265-foot-high earth and rockfill dam. Responsibilities also included reading the inclinometers, reducing the data and preparing a report, which summarized the data and provided conclusions and recommendations.

## **Environmental**

**Soil-Bentonite Cutoff Wall, Wilmington, Massachusetts, Olin Corporation.** Field engineer during the construction of 1700-foot-long by 35-foot-deep soil-bentonite cutoff wall. Documented daily contractor activities, observed trench excavation and verifying depth to bedrock, observed backfill mixing and placement, performed confirmatory slump and unit weight tests on the backfill, obtained backfill samples for laboratory permeability tests, and verified contractor compliance with the project Quality Assurance/Quality Control (QA/QC) plan.

**Groundwater Investigation, Millstone Unit #3, Waterford, Connecticut, North East Utilities.** Supervised a groundwater investigation at a Nuclear Power Plant. The investigation consisted of the advancement of borings and the installation of monitoring wells in soil and bedrock. The investigation also included performing borehole permeability tests in soil and water pressure (packer) tests in bedrock. Responsibilities also included verifying subcontractor compliance to project QA/QC plan and coordination with onsite personnel and contractors to perform the investigation in secure areas within the plant.

**Former Coal Tar Processing Facility (FCTPF), Everett, Massachusetts, Eastern Enterprises.** Field Engineer during investigation and construction phases of a remediation of a Former Coal Tar Processing Facility in Everett, Massachusetts. Project included removal of coal tar contaminated soils, installation of an upgradient collection trench, and installation of a sheet pile cutoff wall.

**Spectacle Island, Boston, Massachusetts, Massachusetts Highway Department.** Supervised onshore and offshore subsurface exploration program consisting of 47 soil borings and 24 test pits. The program included installation of groundwater and methane monitoring wells performing in situ soil permeability tests and in situ vane shear tests. Responsibilities included verifying conformance to project plans and specifications and maintaining records of contract costs and quantities.

## **Field Investigations**

**Feather River Levee, Marysville, California, Three Rivers Levee Improvement Authority.** Supervised a field investigation for a 13-mile section of levee along the Feather River in Marysville, California. The investigation included conventional and sonic borings. The investigation also included the installation of multiple level vibrating wire piezometers in fully grouted boreholes at 12 monitoring points on the landside toe of the levee. Responsibilities included planning and preparing bid documents for the work and overall supervision of the field investigation.

**IBM Corporate Headquarters, Southbury, Connecticut, Benjamin & Thompson Associates.** Observed subsurface investigation, including 45 soil borings and installation of groundwater observation wells. During the construction phase, observed foundation subgrade and placement of structural fill for the building, parking lots, and access roads.

**Cerro Kori Kolla, LaPaz, Bolivia.** Supervised an investigation of an existing tailings impoundment for an active gold mine. The investigation included borings and test pits to obtain undisturbed samples of embankment soils and mine tailings and the installation of vibrating wire piezometers. Responsible for technical aspects of the work, as well as the daily communication and planning with mine personnel to maintain the project schedule.

**Robert Moses Niagara Power Project, Lewiston, New York, New York Power Authority.** Supervised the installation of inclinometer casing in boreholes in rock up to 490 feet deep, installation of pneumatic piezometers and installation of fissurometers. Performed in situ stress measurements in the powerhouse galleries of the dam using the U.S. Bureau of Mines Overcore method. Established 2,400 linear feet of optical baseline survey systems. Responsibilities also included conducting an on-site, two-day program to train Power Authority employees on how to read the instrumentation.

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**Contract CC03A, Massachusetts Bay Transportation Authority (MBTA) Transitway, Boston, Massachusetts, F.R. Harris, Inc.** Supervised a geotechnical investigation inside a historic block of buildings above the proposed alignment of the new MBTA Transitway tunnel. The investigation included borings advanced inside the basement of the buildings to obtain information about the strength of the soil and rock beneath the buildings. The investigation also included test pits excavated in the basement of the buildings to observe the type and condition of the existing foundation. Responsibilities included supervising test pit and test boring contractors, maintaining logs of both the test pits and borings, and coordinating with building management to perform the work in a safe and non-obtrusive manner for the building occupants.

**Central Artery/Tunnel (CA/T) Project, Boston, Massachusetts, Massachusetts Highway Department.** Provided supervision for a subsurface exploration program for a tunnel and utility relocation project. The field program included about 350 test borings, 45 test pits and 6 full-scale field pump tests. The program included in situ soil and rock permeability tests, pressure meter tests, vane shear tests, dilatometer profiling, seismic surveys, and groundwater monitoring with observation wells and piezometers. Responsibilities included verifying conformance to project plans and specifications and maintaining records of contract costs and quantities.

**Immersed Tube Tunnel (ITT) Cofferdam, Central Artery/Tunnel Project, Contract C05A1, Boston, Massachusetts, Massachusetts Highway Department.** Provided installation and monitoring of geotechnical instrumentation for a Cofferdam for a vent building at the South Boston side of the ITT. The cofferdam was constructed by advancing slurry walls to bedrock then reinforcing the slurry walls with interior ring beams during excavation. Instrumentation included slope inclinometers, vibrating wire piezometers, and vibrating wire strain gages. Responsibilities also included coordination with several onsite contractors to complete work without impacting overall project progress.

#### **Landfill**

**CMW Landfill, Carver, Massachusetts, A.D. Makepeace.** Provided independent oversight for daily operations and new construction at an existing landfill. Responsibilities included review of daily operations records and monthly waste stream and inspection reports and weekly visits to the landfill to observe the daily operations. Responsibilities during construction of new cells at the landfill included review of construction drawings and specifications, review of contractor submittals, and review of post construction quality assurance documents.

**Brayton Point Oil Ash Landfill Cell 10A, Somerset, Massachusetts, Dominion Energy of New England.** Field engineer for a project to increase the storage of Cell 10A by placing power plant sludge in geotextile geotubes. The geotubes allowed the contractor to place sludge within the closure subgrade zone of the cell while still meeting all landfill operations requirements of Massachusetts Department of Environmental Protection (DEP). Responsibilities included monitoring contractor compliance with State regulations, providing independent field checks of the placement and filling of the geotubes and reviewing contractor submittals.

**Concord Landfill, Concord, Massachusetts, Weston & Sampson.** Field engineer for construction of a clay cap for an existing landfill cell and construction of a clay liner for a new landfill cell. Responsibilities included field and laboratory testing of the clay liner and clay cap and preparing daily field reports documenting the progress of the job and presenting project recommendations.

**Bell Marsh Dam, York, Maine, Western & Sampson.** Field Engineer during the construction of 1,500-foot-long and 75-foot-high dam and a 600-foot-long and 30-foot-high dike. The dam and dike were both earth embankments with central clay cores. Responsibilities included field and laboratory testing of embankment materials, and preparing daily field reports documenting the progress of the job and presenting project recommendations.

**Veterans Lake Dam, Sulphur, Oklahoma, U.S. Fish and Wildlife Bureau.** Performed soil borings and installed piezometers for study to evaluate stability and seepage in an existing embankment dam.

#### **Transportation**

**Contract CC03A, Massachusetts Bay Transportation Authority (MBTA) Transitway, Boston, Massachusetts, F.R. Harris, Inc.** Prepared construction drawings and specifications for geotechnical instrumentation related to construction of a tunnel beneath a block of historic buildings in Boston, Massachusetts. This project utilized the New Austrian Tunneling Method in conjunction with ground freezing techniques to advance the tunnel through soft soils beneath the building. Instrumentation included inclinometers, extensometers, piezometers, tiltmeters, seismographs, and convergence gauges. Responsibilities included preparation of construction drawings and specifications, preparation of construction cost estimates, responding to contractor questions and comments during the bid phase of the project and review of contractor submittals.

**Contract CC03A, MBTA Transitway, Boston, Massachusetts, F.R. Harris, Inc.** Supervised a geotechnical investigation inside a historic block of buildings above the proposed alignment of the new MBTA Transitway tunnel. The investigation included borings advanced inside the basement of the buildings to obtain information about the strength of the soil and rock beneath the buildings. The investigation also included test pits excavated in the basement of the buildings to observe the type and condition of the existing foundation. Responsibilities included supervising test pit and test boring contractors, maintaining logs of both the test pits and borings and coordinating with building management to perform the work in a safe and non-obtrusive manner for the building occupants.

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**Immersed Tube Tunnel (ITT) Cofferdam, Central Artery/Tunnel Project, Contract C05A1, Boston, Massachusetts, Massachusetts Highway Department.** Provided installation and monitoring of geotechnical instrumentation for a cofferdam for a vent building at the South Boston side of the ITT. The cofferdam was constructed by advancing slurry walls to bedrock then reinforcing the slurry walls with interior ring beams during excavation. Instrumentation included slope inclinometers, vibrating wire piezometers, and vibrating wire strain gages. Responsibilities also included coordination with several onsite contractors to complete work without impacting overall project progress.

**Parking Lot Improvements, Bonnell Ford, Winchester, Massachusetts, Bonnell Ford.** Provided the design and construction management of a project to improve drainage to a 100,000 square foot paved parking lot. The parking lot was originally constructed on compressible soils and had subsequently settled up to 3 feet. Responsibilities included preparation of construction drawings and specifications, monitoring construction activities, and reviewing contractor invoices. Final design included use of a below ground run-off detention system, which helped the project meet current storm water run-off guidelines and also reduced the net loading on the compressible soils below the parking lot to limit future settlements.

# Justin Dominguez, P.E. Geotechnical Engineer



## Education

M.S., Civil Engineering, Tufts University, 2007

B.S., Civil Engineering, Tufts University, 2005

## Registration

Professional Engineer: Massachusetts

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## Background

Mr. Dominguez is a geotechnical engineer experienced in levee investigation, analysis, and repair design. He has served as project engineer for the several levee system evaluations across the country, a role that has involved performing site visits to assess levee conditions, developing subsurface exploration and laboratory programs, performing evaluations embankment and foundation stability, reviewing and updating operations and maintenance procedures, and designing repairs to address deficiencies. Most of the levee projects Mr. Dominguez has worked on have had a focus on attaining accreditation from FEMA. Mr. Dominguez has also performed work in other areas of geotechnical engineering, including foundations, excavation support, and roadways. His extensive geotechnical laboratory testing background supplements his project experience.

## Experience

### **Embankment and Floodwall Stability Analysis, Elkland, Pennsylvania, LaBella Associates**

Performed embankment and floodwall stability analyses for a 3-mile-long levee system along the Cowanesque River. Performed site visit to evaluate levee conditions. Coordinated the subsurface exploration program and provided office support to field personnel. Performed seepage and stability analyses of levee embankments. Developed conceptual designs for repairs to some sections of the levee. The embankment and stability analysis package was used by the Borough of Elkland as a part of its levee accreditation package.

### **Seepage Evaluation, Fort Calhoun Nuclear Generating Station, Washington County, Nebraska, Stevenson & Associates**

Performed seepage analyses to evaluate the potential for loss of soil under a nuclear reactor containment building due to the 2011 Missouri River Flood. The purpose of the analysis was to provide a numerical basis to confirm the theorized mechanism of soil loss observed under an adjacent building, and to evaluate whether the soil loss had the potential of extending under the containment building. Work was performed under Stevenson & Associates' Appendix B Quality Assurance Program for nuclear projects. Performed verification analyses of finite-element seepage modeling software for acceptance into the Quality Assurance program.

### **Pilgrim Nuclear Generating Station ISFSI Pad Retaining Wall, Plymouth, Massachusetts, Holtec International, Inc.**

Prepared specifications and design drawings for a 200-foot-long, 17-foot-high, permanent soldier pile and lagging wall with tiebacks and cast-in-place concrete facing. Observed installation of soldier piles, tiebacks, and lagging. Observed pre-production and production load testing of tiebacks. The wall is being constructed to allow the construction of an Independent Spent Fuel Storage Installation (ISFSI) next to a hillside. Work was performed under GEI's Appendix B Quality Assurance Program for nuclear projects.

### **GEI Quality Assurance Program for Nuclear Projects**

Developed geotechnical laboratory procedures for GEI's Quality Assurance Program for Nuclear Projects.

**Insurance Claim, Omaha, Nebraska, The Travelers Indemnity Company**

GEI was engaged by Travelers to evaluate flood-fighting measures taken by the City of Omaha during the historic 2011 Missouri River Floods. The City installed over 80 pumped relief wells at Omaha's main airport, Eppley Airfield. The City also installed major pumping systems to control backed up storm drains inside the levee. Assisted in developing opinions as to the necessity and scale of the flood-fighting measures taken. Performed dewatering well evaluation.

**Levee System Accreditation, Kent, Washington, City of Kent**

Currently completing Conditional Letter of Map Revision (CLOMR) and accreditation packages for two separate reaches along the Green River in Kent, Washington, for submittal to FEMA. The reaches are each approximately 3 miles long. Performed site visits to evaluate levee conditions. Managed the subsurface investigation programs, including the onsite coordination of multiple subcontractors. Performed levee embankment and foundation seepage and stability analyses, including seismic susceptibility evaluations. Performed evaluations of embankment erosion protection. Developed conceptual designs for repairs to some sections of the levees.

**Embankment and Floodwall Stability Analysis, Dubuque, Iowa, City of Dubuque**

Performed embankment and floodwall stability analyses for a 6-mile-long system of levees and floodwalls along the Mississippi River. Performed site visit to evaluate levee conditions. Coordinated the subsurface exploration program and provided office support to field personnel. Performed seepage and stability analyses of levee embankments. Performed stability analyses of both I- and T-wall sections. The embankment and stability analysis package was used by the City as a part of its levee accreditation package that was submitted to and accepted by FEMA.

**Flood Control System FEMA Accreditation, East Hartford, Connecticut, Town of East Hartford**

Performed analyses required for the accreditation of a 5-mile-long system of levees and floodwalls along the Connecticut River and assisted in the design of the repair of deficiencies identified in the analyses. Prepared design drawings and specifications for a 5,000-foot-long soil-bentonite cutoff wall to be installed in a section of the levee crest and a 300-foot long sheet pile cutoff wall to be installed in a section of the levee toe. Designed a 300-foot-long anchored sheet pile bulkhead, and prepared drawings and specifications. Assisted in local, state, and federal permitting of the repair work. Performed a review of the flood control system's existing operations and maintenance manual, and prepared a substantial revision of the manual.

**Levee Replacement, Union City, California, Alameda County Flood Control and Water Conservation District**

Performed engineering analyses in support of the design of a flood control levee to be founded on soft bay mud. Developed lab testing program, which included consolidation and strength testing. Performed settlement and stability analyses. Assessed constructability of the initial lifts of fill on soft bay mud.

**Flood Control System FEMA Accreditation, Town of West Springfield, Massachusetts**

Performed a review of the operations and maintenance manual for a 7-mile-long system of levees, and provided recommendations for revision.

**Slope Stability Evaluation, Topsfield, Massachusetts, Massachusetts Department of Transportation**

Performed a slope stability evaluation for a 40-foot-high, 500-foot-long soil slope. Portions of the slope had sloughed into a roadway after a period of heavy rains. Managed subsurface exploration program. Developed conceptual slope repair alternatives, and developed cost estimates for the repair alternatives.

**Upper Sand Creek Detention Basin, Martinez, California, Contra Costa County Flood Control and Water Conservation District**

Performed settlement analyses for the construction of a proposed dam to impound a flood control detention basin founded on clay.



**Union Village Dam, Thetford, Vermont, and Edward MacDowell Dam, West Peterborough, New Hampshire, U.S. Army Corps of Engineers**

Provided technical review of seepage models developed for two flood control zoned earthen embankment dams. Seepage models included steady-state and transient analyses. Transient analyses were calibrated to historical piezometer data.

**Pedestrian Bridge, Montague, Massachusetts, Greenman-Pedersen, Inc.**

Provided foundation recommendations for a pedestrian bridge over a railroad right-of-way. A vehicular bridge at the site had been previously demolished following a settlement failure of one of the abutments. Developed recommendations for the use of deep foundations for support of the abutments and expanded polystyrene (geofoam) to increase global slope stability of the approach embankments.

**Ambulatory Care Center, Fairhaven, Massachusetts, Field Engineering Co., Inc.**

Provided foundation recommendations and pavement design for a two-story addition to an ambulatory care center. Managed the subsurface exploration program and provided office support to field personnel. Provided additional recommendations during design phase. Managed construction observation program, including office support to field personnel and review of field observation reports.

**Pavement Design, Taunton, Massachusetts, Field Engineering Co., Inc.**

Provided pavement recommendations for a road that will serve a proposed two-million-square-foot office and industrial park. Managed the subsurface exploration program and provided office support to field personnel.

**Tunnel Waterproofing Evaluation, Boston, Massachusetts, Massachusetts Department of Transportation**

Developed plans and specifications for the investigation of waterproofing at an expansion joint in a section of tunnel. Plans for the investigation included two test pits to expose the roof and side walls of the concrete tunnel section at an expansion joint and two borings to evaluate the subgrade at the base of the tunnel.

**Seawall Repair, South Boston, Massachusetts, Proctor and Gamble ~ Gillette**

Observed demolition and replacement of a 40-foot section of seawall along Fort Point Channel. The replacement seawall was founded on a 5-foot-thick concrete mat that was poured underwater using a tremie pipe. Evaluated the suitability of excavated soil for reuse in backfilling. Observed placement of new granite-block seawall and placement of backfill behind the wall.

**Yawkey Center for Cancer Care, Boston, Massachusetts, Dana Farber Cancer Institute**

Observed installation of excavation support system for a 14-story building with seven levels of underground parking. The excavation support system consisted of a concrete slurry wall braced with permanent tieback anchors. Observed drilling, placement, and grouting of tieback anchors and monitored load tests on the anchors. Recorded inclinometer readings at locations on the slurry wall.

**Route 27 over Route 9 Bridge, Natick, Massachusetts, The Beta Group**

Managed the subsurface exploration program for the replacement of a bridge over a four-lane highway. The exploration program included borings in the middle of Route 9, which required shutdown of traffic lanes. Worked with drilling subcontractor to develop a traffic management plan to minimize traffic disruption.

**Waterfront Security Towers, Kittery, Maine, Watermark Environmental, Inc.**

Managed the subsurface exploration program for two security towers at the Portsmouth Naval Shipyard. Prepared health and safety plan and foundation recommendation report. Prepared specifications for minipile installation for one of the towers. Provided office support to field staff during the installation of minipiles.

**Brooks Pond Road Bridge, Spencer, Massachusetts, Massachusetts Department of Transportation**  
Developed temporary cofferdam and dewatering specifications for the replacement of a bridge over the spillway of a dam.

**Pavement Evaluation, North Attleboro, Massachusetts, Inland US Management, LLC**  
Developed recommendations for the replacement of an asphalt concrete pavement parking lot for a retail building. Observed and logged borings to evaluate existing pavement thickness and pavement subgrade. Performed calculations for full- and partial-depth repair alternatives. Developed plans and specifications for repair.

**GEI's In-house Geotechnical Laboratory, Various Clients**

Performed laboratory soil testing, including grain size analysis, Atterberg limits, compaction, specific gravity, consolidation, permeability, direct shear, rotation shear, and triaxial strength testing.

**Certifications**

- OSHA Hazardous Waste Operations and Emergency Response 40-Hour Training
- Nuclear Moisture/Density Gage Operation and Radiation Safety Training
- Red Cross First Aid/CPR/AED Training

**Professional Affiliation**

- American Society of Civil Engineers
- Boston Society of Civil Engineers Section – Geo-Institute Committee Member

# Russell D. Morang Jr., Engineering Specialist



## Education

A.S., Environmental Engineering Technology, Three Rivers Community Technical College, 1999

## Certifications

NICET Level 2, Transportation Engineering/Highway Construction  
Certification No 107465

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## Background

Mr. Morang is an Engineering Specialist with GEI's Glastonbury, Connecticut office. His responsibilities cover a broad range of activities associated with site investigations, data evaluation, and construction oversight. The following is a summary of his experience at GEI.

## Experience

**Burns & McDonnell - Northeastern Utilities, Middletown to Norwalk Transmission Line Project, May 2007 to December 2008.** Duties include all aspects of construction over site and inspection for the installation of two 345-kV Underground Transmission Lines including Duct Banks, Splice Vaults and Cable Systems.

**Burns & McDonnell - Northeast Utilities, Middletown to Norwalk 345 kV Transmission Line Project, May 2007 to Present.** Performed construction over-site as a sub-contractor for Burns & McDonnell during the installation of the underground portion of the 345 kV Transmission Line Project. Duties included insuring contractor compliance with the project specifications and permits set by Burns & McDonnell and local utility companies within state and town roadways. Duties also include tracking contractor's time and material for payment purposes during cost plus activities.

**Burns & McDonnell - Northeastern Utilities, Glenbrook Cables Project, Conduit Bridge over the Noroton River, 2006.** Fieldwork consisted of supervising a drilling crew to include soil/ rock sample collection from the borings. The purpose of the borings was for the characterization of sub-surface material for construction and design of a conduit bridge.

**Former MGP Site, Lawn Street, Blackstone Valley Electric, Attleboro, Massachusetts.** Duties included perimeter air monitoring, soil sample collection and the use of field chemistry testing materials (SDI Immuno Assay Test Kits) to determine PAH concentrations within the soils at a former purifier waste dumpsite located within a residential area.

**Steel Point, United Illuminating Company, Bridgeport, Connecticut.** Performed field investigations (including soil boring, and test pit excavations) for compliance with the Connecticut Department of Environmental Protection Remediation Standard Regulations. Duties also included the use of field chemistry testing materials (SDI rapid Assay Test Kits) to determine PCB concentrations within the soils to prepare the site for future use.

**Connecticut Department of Transportation (ConnDOT) Projects, Multiple Sites, Connecticut.** Completed field investigations which included test borings, monitoring well installation, surface-soil sampling, sediment sampling, and groundwater sampling.

**Connecticut Department of Transportation (ConnDOT), Construction Oversight.** Performed oversight during generation of controlled/hazardous materials during construction of several state projects.

Duties included collecting soil and water samples for waste characterization and oversight of waste disposal and treatment.

**Uniroyal Chemical, Naugatuck, Connecticut.** Performed oversight during demolition of several contaminated buildings. Duties included sample collection (soil, construction debris, and sludge) for laboratory analysis.

**Horizontal Directional Drilling Environmental Oversight, United Illuminating Company, Bridgeport, Connecticut.** Performed environmental oversight duties during horizontal directional drilling activities below the Pequonnock River for a Connecticut Utility Company. Duties included insuring contractor compliance with State and project environmental specifications, permits, monitoring of river water quality to ensure minimal impacts; monitoring of dewatering, treatment, and discharge activities. Duties also included supervising/aiding Ocean Surveys, Inc. with identification of any bentonite drilling fluid released through the river bottom using side scan sonar equipment. In the event of bentonite fluid releases, Mr. Morang directed the cleanup activities along the river bottom.

**Sikorsky Bridge Reconstruction, Stratford, Connecticut, Connecticut Department of Transportation (ConnDOT).** Performed environmental and construction oversight during the demolition and construction phases of the bridge replacement project. Duties included:

- Environmental oversight insuring contractor compliance with project environmental specifications, permits, and health/safety requirements.
- Environmental oversight during generation of all controlled materials to ensure the controlled materials were properly banded, treated, and stored.
- Continual monitoring of the rivers water quality to ensure construction activities did not cause major impacts during dredging and/or drilling activities using multi-parameter water quality meters.
- Air monitoring during excavation of river sediment and abutment soils within areas of environmental concern for worker safety using air quality meters.
- Oversight of all dewatering and water treatment systems to include all surface water discharge activities.
- Collection of all controlled material (soil, water, and sediment) samples for laboratory analysis.
- Direction and documentation of all contractor activity while handling the river sediments to include time, material, equipment, and personnel needed to properly transport, store, solidify, and dispose of the sediment for purposes of payment.
- Oversight during construction of all cofferdams within the limits of the river to ensure proper construction to minimize the spread of contaminated river sediment during construction and demolition of piers.
- Implementation of erosion and sedimentation controls site wide.
- Issuing work stop orders if environmental impacts exceeded the project specs or permit limits.



# Daniel R. DeCesaris, Geotechnical Engineer



## Education

B.S., Civil Engineering, University of Rhode Island, 2006

## Registration

Engineer-In-Training: Rhode Island

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## Background

Mr. DeCesaris is a Geotechnical Engineer whose responsibilities at GEI include field investigation, construction oversight, engineering analysis, and engineering report preparation. He is experienced in geotechnical exploratory boring data management and visualization, soil classification, and construction management.

Since joining GEI in May 2007, his responsibilities have included observation of various construction projects, assisting in the development of construction recommendations, subsurface explorations, subsurface data management and visualization, and geotechnical analyses and design. Geotechnical analyses and design experience includes slope stability analysis, seepage analysis, settlement analysis, liquefaction susceptibility analysis, and seismic stability analysis.

## Experience

### Foundations

**100 Hancock St., Quincy, Massachusetts.** Observed and documented installation of pressure injected footings.

**Portsmouth Naval Shipyard Security Towers, Kittery, Maine.** Observed and documented the installation of four mini-piles for two security tower foundations.

### Construction Observation

**Brayton Point Cell 10A Final Cover, Somerset, Massachusetts.** Responsible for oversight and documentation of daily construction activities for the construction of the final cover for a coal ash landfill. Also responsible for arranging Quality Assurance (QA) testing of all construction materials.

**Feather River Levee Segments 1 & 3, Phase 4 Repairs, Yuba County, California, Three Rivers Levee Improvement Authority.** Project consisted of strengthening two segments of the existing Feather River Levee totaling approximately 6.5 miles of levee. Responsible for oversight and documentation of slurry wall construction including completing detailed daily field reports, classifying and collecting key soil samples, and maintaining constant communications with contractor Quality Control (QC) personnel to ensure all materials and construction operations met strict specifications requirements.

**Feather River Levee, Phase 4 Repairs, Segment 2 Setback Levee, Yuba County, California, Three Rivers Levee Improvement Authority.** Project consisted of the construction of a 6-mile setback levee to replace the existing levee. Responsible for oversight and documentation of slurry wall construction and levee embankment earthwork including completing detailed daily field reports, classifying and collecting key soil samples, and maintaining communications with contractor Quality Control (QC) personnel to ensure all materials and construction operations met strict specification requirements.

### **Engineering Analysis**

**Feather River Levee, Phase 4 Repairs, Yuba County, California, Three Rivers Levee Improvement Authority.** Project consisted of designing repairs to 8 miles of the existing Feather River Levee, and the design of a 6-mile setback levee to replace the existing levee. Responsibilities included extensive use of gINT software to manage and visualize subsurface profiles and creating and maintaining subsurface profiles and exploration location plans using AutoCAD. Assisted with the completion of slope stability, seepage, settlement, and liquefaction analyses.

**Hartford Levee System FEMA Accreditation, Hartford, Connecticut.** Project consisted of the evaluation of the existing Hartford Levee System. Responsibilities included use of gINT software to manage and visualize subsurface profiles and creating and maintaining subsurface profiles and exploration location plans using AutoCAD.

**East Hartford Levee System FEMA Accreditation, East Hartford, Connecticut.** The exploratory phase of the Project consisted of the evaluation of the existing East Hartford Levee System. Responsibilities included use of gINT software to manage and visualize subsurface profiles and creating and maintaining subsurface profiles and exploration location plans using AutoCAD. Responsibilities during the design phase of the Project included the design of a 125-ft long retaining wall, and design of an approximately 5,000-ft long soil-bentonite cutoff wall through the crest of the existing levee.

**Springfield Levee System FEMA Accreditation, Springfield, Massachusetts.** Project consisted of the evaluation of the existing Springfield Levee System. Responsibilities included management of subsurface exploration data, creating location plans and subsurface profiles, and using GeoStudio software to complete seepage and stability analyses. Assisted in geotechnical data report preparation.

**Zone 3A Line G-1 Levee Improvements, Alameda Flood Control District, Union City, California.** Project consisted of the design evaluation of raising approximately 3,000 feet of the existing Zone 3A Line G-1 Levee on soft Bay Mud. Responsibilities included management of subsurface exploration data, creating location plans and subsurface profiles, and performing seepage analyses, stability analyses, liquefaction susceptibility analyses, and seismic stability analyses. Also assisted in preparing detailed geotechnical parameter report and other geotechnical calculation memos.

**Upper Sand Creek Detention Basin, Contra Costa Flood County Public Works Dept., Martinez, California.** Project consisted of the design of a dam across the existing Sand Creek. Responsibilities included management of subsurface exploration data, creating typical cross sections, and analyzing laboratory data to estimate various geotechnical parameters for use in other analyses. Other responsibilities include performing seepage analyses, stability analyses, liquefaction susceptibility analyses, and seismic stability analyses. Also assisted in preparing a detailed design memorandum.

### **Subsurface Explorations**

**MWRA N. Dorchester CSO, Dorchester, Massachusetts.** Field-supervised and documented geotechnical exploration for vent facility for the N. Dorchester CSO. Observed soil boring using flush joint casing with rotary wash drilling techniques, obtained environmental samples, and obtained undisturbed samples.

**Springfield Levee System FEMA Accreditation, Springfield, Massachusetts.** Field-supervised and documented geotechnical explorations for levee evaluation. Observed soil borings using flush joint casing with rotary wash drilling techniques and continuous SPT sampling.

**Sam's Club Geotechnical Evaluation, Warwick, Rhode Island.** Field-supervised and documented geotechnical explorations for existing foundation evaluation. Exploration program included two borings and four test pits. Test pits included taking nuclear moisture/density measurements using Troxler nuclear moisture /density gage.

**South Shore Hospital Outpatient Facility, Hingham, Massachusetts.** Field-supervised and documented geotechnical explorations for proposed hospital facility foundation. Exploration program included four borings and ten test pits. Soil borings included falling head permeability testing.

**Professional Associations**

American Society of Civil Engineers, Associate Member  
Boston Society of Civil Engineers, Associate Member  
Geo-Institute of BSCES  
Association of State Dam Safety Officials, Associate Member

**Certification**

OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) 40-Hour Training  
Nuclear Moisture/Density Gage Operation and Radiation Safety Training  
CPR and First Aid

## **Appendix C**

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### **BSC Proposal for Survey Services**



May 8, 2013

Mr. John McGrane, P.E.  
GEI Consultants, Inc.  
400 Unicorn Park Drive  
Woburn, MA 01801

Re: Construction Surveying Services  
East Hartford Flood Control System Bulkhead Replacement  
East Hartford, Connecticut

Dear Mr. McGrane:

BSC Group-Connecticut, Inc. (BSC) is pleased to submit this proposal to GEI Consultants, Inc. (GEI) to provide construction phase survey services in support of your bulkhead replacement project on the Town of East Hartford (the Town) flood control system.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances that have affected the scope of services:

1. BSC's scope of services will generally include survey verification of construction in progress, including locating sheet pile walls and exposed utility pipes, documenting pipe cap locations and performing a final as-built survey.
2. The project's construction scope is defined by the drawings entitles "East Hartford Flood Control System, Bulkhead Replacement Project, East Hartford, Connecticut dated March 21, 2012 (Permit Drawings)."
3. GEI and the Town of East Hartford will be reviewing the As-Built information provided by the contractor and comparing it with the final survey provided by BSC. If requested, BSC's review of the contractor As-Built information can be provided as an additional service.
4. The Horizontal Datum for this project is the State of Connecticut State Plane Coordinate System holding the North American Datum of 1983 (NAD '83). The Vertical Datum for this project is the North American Vertical Datum of 1988 (NAVD '88).
5. All Surveying work performed is to be to a horizontal accuracy "Class A-2" and to a vertical accuracy "Class T-2" in accordance with Sections 20-300b-1 through 20-300b-20 of the Regulations of Connecticut State Agencies (RCSA), "Standards for Surveys and Maps in the State of Connecticut," as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.

**1.0 SCOPE OF SERVICES**

Our proposed scope of services is comprised of the following:

1. BSC will recover existing project survey control points identified on Sheet G-8 (Survey Control) of the drawing set that are located within and adjacent to the areas of the proposed work. Once recovered, the control point's horizontal and vertical position will be verified utilizing Global Positioning System (GPS) method or by conventional

180 Glastonbury Blvd.  
Suite 103  
Glastonbury, CT 06033

Tel: 860-652-8227  
800-288-8123  
Fax: 860-652-8229

www.bscgroup.com

Engineers  
Environmental  
Scientists  
GIS Consultants  
Landscape  
Architects  
Planners  
Surveyors



surveying in the area of thick tree canopy cover which may obstruct the GPS signal. This task will be performed prior to any construction work being performed.

2. BSC will mobilize to the site as-requested by GEI to perform survey verification of construction in progress, including locating sheet pile walls, exposed utility pipes, and to document pipe cap locations. Appropriate documentation of the results of these survey verifications will be provided to suit GEI's requirements. We anticipate 10 such visits, with each visit approximately a half-days time.
3. Following completion of the project, BSC will conduct a final survey of completed, visible construction. Following this final survey, BSC will produce an "As-Built" plan depicting the horizontal and vertical location of the surveyed improvements. The "As-Built" plan will depict a plan view of the final site conditions. Profile and Cross-Section views will not be included in the "As-Built" plan.

## 2.0 SERVICES NOT INCLUDED

The following services are not included as a part of our proposed scope of services. These services may become necessary based upon the conclusions derived from the performance of the proposed services. If required, these services will be performed for an additional fee to be negotiated by change order.

1. Subsurface exploration/detection of utility features.
2. Boundary line mapping or resolution of property line and/or street line discrepancies or encroachments.
3. In-water survey work.

## 3.0 SCHEDULE FOR SERVICES

BSC's survey team is prepared to initiate work upon your authorization to proceed. We will coordinate with you to define a project schedule based on the timeline of construction. BSC requires that we receive requests for the survey crew to mobilize to the project at least 24 hours in advance of the required time.

## 4.0 FEE FOR SERVICES

BSC proposes to provide GEI the services described in Section 1.0 for the following fees:

### Unit Rate Fees

2-person Field Survey Party, half-day rate:	\$615 (rate applicable up to 4 hours on-site)
2-person Field Survey Party, full-day rate:	\$1,230 (rate applicable up to 8 hours on-site)

All fees will accumulate in blocks of 4 or 8 hours as applicable. No hourly rates will apply except for overtime or night shift work.

Overtime Hours - A crew rate of \$195 per hour will be applied to survey work in excess of 8 hours on-site.



Night Shift - A crew rate of \$195 per hour will be applied during night hours (7:00 p.m. -- 7:00 a.m. Monday thru Friday).

#### Reimbursable Expenses

We have also included a budget to address non-labor, reimbursable expenditures made specifically for the projects. Reimbursable expenditures will consist of mileage only. All other expenditures associated with the survey and "As-Built" plan are figured into the fee of the "As-Built" plan.

#### Fee Breakdown

Survey Verification of Construction in Progress	\$6,150
<i>Estimated 10 visits, half-day per visit (\$615/half-day x 10 visits)</i>	
Mileage	\$113
<i>Estimated 10 visits, 20 miles round trip per visit (\$0.565/mile x 20 miles x 10 trips)</i>	
As-Built Plan	\$3,000
<b>Total Fee</b>	<b>\$9,263.00</b>

#### 5.0 GENERAL CONSIDERATIONS

- 5.1 BSC will perform all services in a timely manner, but it is agreed between the parties that BSC cannot be responsible for delays occasioned by weather, other factors, or parties beyond its control, nor by factors which could not reasonably have been foreseen at the time this proposal was prepared and executed. Delays of this nature shall extend the completion date.
- 5.2 BSC's submittal will depend on the timely receipt of any required information from other project team members and/or the Client.
- 5.3 During the performance of the services described within this proposal, the Scope of Services, and compensation therefore, may be adjusted by mutually agreed upon Amendments to this Agreement.
- 5.4 This proposal is valid for a period of sixty (60) days.

If the scope and fee presented herein are acceptable, please contact us to arrange for execution of a contract.

We appreciate the opportunity to be considered for these survey services. Please contact me at 860-652-8227 (extension 4551) if you should have any questions or comments.

Sincerely,  
BSC GROUP - Connecticut, Inc.

*Kenneth J. Cooper*  
Kenneth Cooper, PLS  
Land Surveyor

*Kurt A. Prochorena*  
Kurt A. Prochorena, P.E. LEP, LEED AP  
Director of Operations - Connecticut

## **Appendix D**

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### **Conditions of Engagement**



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Attachment C

CONDITIONS OF ENGAGEMENT

BETWEEN THE TOWN OF EAST HARTFORD

AND

GEI CONSULTANTS, INC.

FOR

CONSTRUCTION ENGINEERING, ADMINISTRATION & INSPECTION

May 18, 2010

**Revised May 9, 2013**

## AGREEMENT

**THIS AGREEMENT** has been concluded at East Hartford, Connecticut, this day of 5/9/2013, by and between the Town of East Hartford, Marcia A. Leclerc, Mayor, duly authorized, hereinafter referred to as the Municipality, and GEI Consultants, Inc., a Corporation qualified to do business in Connecticut and having its office located at 455 Winding Brook Drive, Glastonbury, CT 06033 authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as amended, acting herein by GEI Consultants, Inc. hereunto duly authorized, hereinafter referred to as the Consulting Engineer.

**WHEREAS**, the Municipality has determined, based on staffing requirements and/or special expertise requirements, that the services of a Consulting Engineer are required to perform construction engineering, administration and inspection on Bid Award #09-14, Construction Administration Services, East Hartford Flood Control System, Bulkhead Replacement Project, Bid # 13-15.

**WHEREAS**, the Municipality has approved the contracting out for these services and;

**WHEREAS**, the Municipality has the authority to employ such assistance as it may require as provided in Section 13b-10 of the Connecticut General Statutes, as amended.

### NOW, THEREFORE, KNOW YE THAT:

#### RESPONSIBILITY OF THE CONSULTING ENGINEER:

#### THE CONSULTING ENGINEER AGREES

(1) SCOPE OF SERVICES:

To perform construction engineering, administration and inspection, under the general supervision of a Municipality assigned Project Engineer to perform the functions and operations including, but not limited to those outlined in Consultant's proposal dated 5/9/2013.

*The cost proposal dated 5/9/2013, describing the specific scope of work to be accomplished by the Consulting Engineer and its sub-consultants, is hereby included by reference.*

(2) QUALIFICATIONS OF CONSULTING ENGINEER PERSONNEL:

That all personnel utilized on this project by the Consulting Engineer shall meet the minimum education, experience, training, and certification requirements for their applicable classification of employment. In addition, all inspection personnel must possess one of the following:

1. Registration as a Professional Engineer in Connecticut.
2. Engineer in Training Certification.
3. Bachelor of Science Degree in Civil Engineering or related field or an Associates Degree in Civil Engineering (Structural or Highway technology).
4. NICET Transportation Engineering Technology/Highway Construction certification (Level II or higher), *or proven ConnDOT experience and applicable New England Transportation Technician Certification Program (NETTCP) certifications.*
5. Level I enrollment in the NICET Transportation Engineering Technology/Highway

Construction Certification Program. Level I will be used for training purposes only.

The Municipality has the right, during the term of this Agreement, to remove from the project any person or persons employed by the Consulting Engineer, who in the sole opinion of the Municipality has misconducted himself or herself or is incompetent in the performance of their assigned duties, or who neglects or refuses to require compliance with the Plans, Specifications, or Project Special Provisions. Such person or persons shall not be utilized on the project without the written consent of the Municipality. The Municipality reserves the right to prequalify the Consulting Engineer's supervisory and inspection personnel, determine the size of the inspection force required, and to direct the assignment and the reassignment of inspection personnel at its discretion, as deemed necessary by the Municipality.

(3) WORK PERIOD

- (a) Where possible, complete all work stipulated in Paragraphs (1) and (18) of this Agreement within 60 calendar days, of the contractor's actual completion date. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.
- (b) The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer including but not limited to delays in contractor submittals, and regulatory, municipal or other third-party reviews. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests, and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the expiration of calendar days specified in Paragraph (3)(a) above. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.
- (c) The Consulting Engineer agrees that no charges or claim for damages or additional compensation including lost profit shall be made by the Consulting Engineer unless the allotted additional time constitutes extra work as defined in Paragraph (4) of this Agreement. Delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

(4) EXTRA WORK

The Consulting Engineer shall make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or changes in operations performed by the Consulting Engineer as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the work or operations, unless such changes constitute Extra Work.

Extra Work is defined as follows:

- (a) Such additional work as ordered by the Municipality in writing, beyond the scope of this Agreement to the extent that such work will not be reflected in the payment for services specified in Paragraph (43) of this Agreement.
- (b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the work or inspection documents and such as those made necessary by errors, omissions, oversight

or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's work or operations are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, he shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working on the Extra Work item while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work in writing, prior to its performance, the Municipality will not be obligated to consider it as Extra work after the fact.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the Municipality or the Federal Highway Administration.

Extra Work that results in a cumulative fee exceeding the amount specified in Paragraph (44) shall be performed and paid for under a supplemental agreement specifically drawn for this work.

(4A) RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS

This paragraph will not apply if the scope of services for this Contract includes services relating to hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state and/or local laws or regulations. If the scope of services does not include such hazardous materials and if such materials are discovered during Consulting Engineer's work, Municipality agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, Consulting Engineer will have the option to stop work until a new Contract is reached without financial penalty. If a mutually satisfactory Contract cannot be reached between both parties, the Contract will be terminated. Municipality agrees to pay Consulting Engineer for all services rendered to date.

(4B) DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS

In the event that samples collected by CONSULTING ENGINEER or provided by Municipality or wastes generated as a result of site investigation activities contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of the Municipality and the Municipality will have responsibility for them as a generator. If set forth in the Contract, CONSULTING ENGINEER will, at Municipality's expense, perform necessary testing, and either (a) return said samples and wastes to Municipality, or (b) using a manifest signed by Municipality as generator, have said samples and/or wastes transported to a location selected by Municipality for disposal. Municipality agrees to pay all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise agreed upon in the Contract, CONSULTING ENGINEER will not transport, handle, store or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. Municipality recognizes and agrees that CONSULTING ENGINEER is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.

(5) ERRORS AND OMISSIONS BY THE CONTRACTING ENGINEER

That any amount paid out by the Municipality arising from or resulting from errors, omissions, or failures on the part of the Consulting Engineer's negligence to meet professional standards of construction engineering and inspection, will be recovered from the Consulting Engineer by deductions from payments due him under the terms of this Agreement or other legal means. The Consulting Engineer shall be notified by the

Municipality of any potential claim. If the Consulting Engineer is found not to be at fault, the Municipality will reimburse any amount deducted.

(6) **VACANT**

(7) **FURNISHING OF TOOLS OF THE TRADE BY CONSULTING ENGINEER**

To furnish reasonable tools of the trade and equipment necessary for the satisfactory performance of the services required by this Agreement at no direct cost to the Municipality unless specified in the scope of services described in the consultant's proposal.

(8) **CONSULTING ENGINEER'S INSPECTION FORCE**

To furnish an inspection force at the level of and in the numbers established by negotiations for the construction engineering, administration and inspection of this contract. The Resident Engineer shall work under the general supervision of the Municipality's Project Engineer. All orders to the Municipality's contractor on site will be transmitted by the Consulting Engineer's Resident Engineer.

(9) **ATTENDANCE AT TRAINING SEMINARS, SCHOOLS, AND/OR MEETINGS**

That the Municipality reserves the right, during the term of this Agreement, to require the presence of the Consulting Engineer's personnel at training schools, seminars, or other meetings as may be required. If such training schools or seminars not specified in the scope of work, this shall be considered Extra Work.

(10) **COOPERATION WITH OTHERS**

To cooperate fully with other Consulting Engineers, Municipality personnel, municipal officials, public utility companies, railroads, governmental agencies, and others engaged in surveying, mapping, designing, inspection and construction services, or work on traffic control, lighting, and other facilities within or adjacent to the project; to attend such meetings, discussions and hearings as may be requested by the Municipality; to furnish plans and other data as may be requested from time to time by the Municipality to effectuate this cooperation; and to comply with all orders given by the Municipality's Project Engineer in connection with the work under this Agreement.

(11) **PROTECTION OF RECORDS**

To cooperate fully with the Municipality and to maintain and protect complete construction records at the field office for review, use, and approval at all times. These records shall be transferred to the custody of the Municipality when the Consulting Engineer has completed his assignment or when requested by the Municipality and final payment to the Consulting Engineer shall be withheld until such transfer has been completed.

(12) **INSURANCE**

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the Municipality being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the Municipality. In the event the Consulting Engineer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality shall be named as an additional insured.

A. **COMMERCIAL GENERAL LIABILITY**

The Consulting Engineer shall carry Commercial General Liability Insurance, including



Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**B. AUTOMOBILE LIABILITY**

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

**C. (DNA)**

**D. VALUABLE PAPERS AND RECORDS**

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the work has been completed and accepted by the Municipality. Said Policy will assure the Municipality that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or any other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

**E. WORKERS' COMPENSATION**

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

**F. PROFESSIONAL LIABILITY INSURANCE**

Secure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of One Million Dollars (\$1,000,000.00). The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer may, at his election, obtain a policy containing a maximum Two Hundred Thousand Dollars (\$200,000.00) deductible clause, but if he should obtain a policy containing such a clause the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance cover in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued

commercial availability of such insurance.

#### G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a Certificate of Insurance on the form(s) provided by the Municipality, in conjunction with Items A, B, C, D, and E above, and a "Certificate of Insurance DOC-001", in conjunction with Item F above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

#### (13) RESPONSIBILITY FOR CLAIMS AND LIABILITY

To indemnify and save harmless the Municipality, its officers, agents, and employees from claims, suits, actions, damages, and costs (including, but not limited to, property damage, personal injury, or death to individuals) to the extent caused by the negligent performance, negligent or willful acts, errors, or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the negligent nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall be limited by reason of any insurance coverage. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality.

#### (14) RESTRICTIONS ON SUBLETTING OF AGREEMENT/INSURANCE REQUIREMENT FOR SUBCONTRACTING ENGINEERS

That the Consulting Engineer shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of this Agreement or any portion, thereof, or of the work provided for herein, or of his right, title, or interest herein, to any person, firm, partnership or corporation without the written consent of the Municipality and then he shall do so only by executing a subcontractor's agreement and shall furnish the Municipality a certified copy of this subcontractor's agreement. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual costs to the Consulting Engineer with no additions. For breach or violation of the above stipulation, the Municipality shall have the right to annul this Agreement without liability. He shall also furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, regular Protective Public Liability Insurance Coverage, and Professional Liability Insurance coverage, if applicable, for and in behalf of the Municipality from the subcontractor. Each insurance policy shall state that the insurance company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The insurance company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements. In general, work that is to be sublet will be limited to that of an unusual or highly specialized nature, or work of relatively short or intermittent duration which can be more efficiently performed by a subcontractor. It is understood that the Municipality is not bound to the subcontractor for suits or other litigation resulting from the work performed by him.

#### (15) TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in one of the following manners:

- (a) If the Municipality terminates this Agreement for its convenience, the Municipality shall make an equitable adjustment of the contract price, but in doing so shall include no payment or other consideration for anticipated profit on unperformed services.
- (b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.
- (c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the Project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

(16) PROGRESS REPORTS

To submit monthly progress reports, in quadruplicate, by calendar months to the Municipality showing the percentage of construction work performed to date. These progress reports, together with copies of certified monthly payrolls for all approved personnel, and such other supporting data as may be required, shall be subject to examination and approval by the Municipality.

(17) PAYMENT TO THE CONSULTING ENGINEER

To accept payment for all services rendered in connection with this Agreement, in accordance with the sum or sums hereinafter stipulated in Paragraphs (43) and (44) of this Agreement.

(18) SUBMITTAL OF ESTIMATES AND FINAL DOCUMENTS/SUBMISSION OF CERTIFIED STATEMENT

To furnish the following documents to the Municipality within sixty (60) calendar days of the completion date of the acceptance date of the construction project.

- (1) (a) Final Estimate, (b) Index of Construction Orders, (c) Records of Daily Cost Plus, (d) Received Bills Supporting Cost Plus, (e) Final Construction Order, (f) Statement of Credits due the Municipality, if applicable, and (g) Substantiating Evidence, if escalator clause is invoked, (h) Construction Report, (i) Statement of Working Days and any other required documents.

If it is determined that the documents in (1) of this Article cannot be furnished within sixty (60) calendar days of the completion date of the construction project, then by the sixtieth (60th) day, the Consulting Engineer shall provide the Municipality with a listing of documents/information still required from the Contractor. At that time, a determination will be made by the Municipality on whether the Consulting Engineer will be extended to complete the remaining documents or whether the Municipality will complete the remainder.

If for causes within his control, the Consulting Engineer fails to furnish the Municipality with the documents noted in (1) of this Article within the allotted time, the Consulting Engineer may be subject to the following penalties:

- a) Liquidated damages in the amount of Two Hundred Forty Dollars (\$240) per calendar day for each day beyond the stipulated sixty (60) calendar days until submission of the required documents, and
- b) (DNA)
- c) Correction of errors and/or omissions will be made at the Consulting Engineer's own expense.

(19) VACANT

(20) SUBMITTAL OF CERTIFIED PAYROLL

To submit to the Municipality each month two (2) copies of a certified payroll, in detail, of his own field forces and those of approved subcontractors. These payrolls shall be used as a basis in computing each month's payment. The certification shall be dated, signed, and read as follows: "I (Name of Consulting Engineer or Subcontractor), do hereby certify that during the period covered by this payroll, all personnel shown were working on the project, and their salary, rate of compensation, hours worked, and amount earned, is a true and accurate report". The personnel shown on the certified payroll, their employment and duration of employment, salary or hourly rate, hours of work, including overtime, if any, overtime rate, and all changes in status of any of the before mentioned information, shall have the prior written approval of the Municipality.

(21) COVENANT AGAINST CONTINGENT FEES

The Consulting Engineer agrees and warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the payments due the Consulting Engineer, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(22) MAINTENANCE AND AUDIT OF RECORDS

To maintain any records, books or other documents relative to charges, including charges for extra work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or Subcontractor's demand for compensation by the Municipality for a period of not less than three (3) years from the date of the final payment to the Consulting Engineer, and permit the Municipality to examine, review and audit any records, books or other documents of the Consulting Engineer or Subcontractor relative to the above, and furnish copies thereof when requested.

(23) COMMENCEMENT OF SERVICES

That the Consulting Engineer shall not begin performance under the terms of this Agreement until notified by the Municipality in writing that said Agreement has been approved by the *Town's attorney* as to form. With written authorization from the Municipality, the Consulting Engineer may commence operations prior to the start of the construction contract.

(24) VACANT

(25) CARE OF MUNICIPALLY-OWNED EQUIPMENT

That the Consulting Engineer will assume full responsibility for the use and care of all Municipally owned equipment issued for use on the Project. This equipment is to be returned upon completion of the Project in good condition. The Consulting Engineer will replace at no cost to the Municipality any Municipally owned equipment which is lost or damaged except for normal wear and tear, as determined by the Municipality, while in the Consulting Engineer's possession.

(26) CLAIMS OF INJURIES OR DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS

That while engaged in performing the provisions or terms of this Agreement, the Consulting Engineer will endeavor to confirm that the following steps will be adhered to concerning claims of injury or damage due to the construction contractor's operations:

- (a) That the Consulting Engineer will advise all claimants to submit the claim in writing to the Municipality, which for the purpose of this Paragraph will be interpreted to mean the Town Clerk or other Town designee at 740 Main Street, East Hartford, CT 06108.
- (b) That the Consulting Engineer will record for the project file pertinent information concerning claims or potential claims including name, date, time, and nature of the claim or potential claim as these claims/potential claims become apparent.
- (c) That the Consulting Engineer will file a report for the project records if required to do so by the Municipality.

(27) CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That the Consulting Engineer agrees in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank ( ) or the words "DOES NOT APPLY" (DNA) or "VACANT" appears in all copies of this Agreement, this represents a deletion of a condition which does not apply to this contract.

(28) VACANT

(29) VACANT

(30) VACANT

(31) CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the Municipality as a Consulting Engineer or independent contractor shall:
  - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
  - (2) Accept another Municipal contract which would impair the independent judgment of the person in the performance of the existing contract; or
  - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the Municipality would be influenced.
- (b) No person shall give anything of value to a person hired by the Municipality as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the Municipality would be influenced.

(32) CIVIL RIGHTS

That the Consulting Engineer shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 are hereby made a part of this Agreement.

(33) PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work for the municipality performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all subcontractor's work.

For the purpose of this Article satisfactory completion shall have been accomplished when:

(1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 22(f), when applicable, and

(2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

(34) VACANT

(35) VACANT

**RESPONSIBILITY OF THE MUNICIPALITY:**

**THE MUNICIPALITY AGREES**

(36) **DOCUMENTS TO BE PROVIDED BY THE MUNICIPALITY**

To furnish to the Consulting Engineer one copy or more as may be required of the latest edition of the following manuals and/or documents:

- All maps, location and descriptions of coordinate values of existing points, locations and elevations of existing bench marks, and any other layout information that is available
- Any plans, project specifications, or design memorandums related to the construction work not prepared by the Consulting Engineer

The Municipality agrees to furnish any publications of the Municipality, requested by the Consulting Engineer, for use in inspection of the project.

(37) **MUNICIPALITY ASSIGNED PROJECT ENGINEER**

To assign a Project Engineer who will provide general supervision of the Consulting Engineer's activities.

(38) **RIGHT OF ENTRY**

Municipality agrees to furnish Consulting Engineer with the right-of-entry to Town Property where Consulting Engineer will perform its services.

(39) **ADMINISTRATIVE FUNCTIONS TO BE PERFORMED BY THE MUNICIPALITY**

To advertise, receive bids and award the construction contract, and provide a location for the consultant to conduct a preconstruction meeting for the project.

To coordinate with various third-parties and regulatory agencies.

To provide all coordination with Municipal departments and staff.

To review and comment in a timely manner on contractor submittals, shop drawings, and RFI's that require Town input.

To attend a the pre-construction meeting and any regularly scheduled construction progress meetings.

(40) **VACANT**

(41) **TECHNICAL ASSISTANCE AND ENGINEERING DETERMINATIONS BY THE MUNICIPALITY**

To provide technical direction and make engineering determinations on the various significant construction activities.

(42) **FINAL INSPECTION**

To make final inspection of the construction contract within ten (10) calendar days after the construction work is completed.

**ARTICLES OF MUTUAL AGREEMENT**

**THE MUNICIPALITY AND THE CONSULTING ENGINEER MUTUALLY AGREE:**

(43) **PAYMENT**

That subject to the limitations stipulated in Paragraph (44) of this Agreement, the Municipality shall pay the Consulting Engineer for all work performed in accordance with the terms of this Agreement with the exceptions of those services for which a different method of payment is stipulated. An outline of costs including direct payroll, BFO, Fixed Fee and Direct Costs are outlined in Appendix A.

The Consulting Engineer and sub-consultants may bill direct costs for transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only. Actual cost shall be: (1) salaries of employees directly chargeable to the project at rates not to exceed those shown in the Payroll Roster Table #2; and (2) burden, fringe and overhead costs properly allocable to the project. For the duration of this contract, the percentage will be 3.2034% for GEI Consultants, Inc.

The certified payroll shall cover salaries computed at straight-time rates. The certified percentage for burden, fringe, and overhead shall be applied only to the "straight-time" portion of overtime pay. No payment shall be made to partners or officials of the firm for those services unless they are engaged in production work in which case compensation will be made at production rates.

(44) **MAXIMUM PAYMENT**

That the maximum amount which the Municipality shall pay to the Consulting Engineer for all work performed under the terms of this Agreement, excepting work for which payment is provided in Paragraph (46), shall not exceed Two Hundred Seventy Three Thousand, Six Hundred and Ninety Nine Seven Dollars and 48 cents(\$273,697.48). The maximum amount will not be revised unless there is a



substantial change in the scope or character of the work to be performed by the Consulting Engineer which would justify a revision of this figure, as determined by the Municipality; or if, for any reason, the Consulting Engineer does not or cannot start his work prior to or in sufficient time to meet the construction contractor's schedule of operations, and the Municipality finds it necessary to provide certain inspection and survey services, the limiting amount and fixed fee shall be reduced an equitable amount to reflect the Municipality's expense in connection therewith.

(45) PROGRESS PAYMENTS

That progress payments shall be made to the Consulting Engineer on a monthly basis for all work covered by this Agreement. Said progress payment to be the sums of the actual costs shown on the voucher for the period, plus ten percent (10%) fixed fee amount for profit. From the progress payments thus computed each month there shall be deducted all credits, if any, due the Municipality. All progress payments will be made within 60 Days of Receipt of Consulting Engineer's invoice.

(46) PAYMENT FOR EXTRA WORK

(a) Extra work approvals associated with increases in costs for:

- an extension of construction contract time.
- changes or refinements in work assignments, operations or staffing levels.
- increases in premium overtime or shift differential cost.
- investigation of claims.

A fee, established through negotiations, will be paid from extra work funds and will be paid for under a supplemental agreement based on a negotiated fee for services.

(b) Extra work approvals associated with approved design changes that require engineering work at the main or home office of the Consulting Engineer shall be paid on a certified monthly payroll plus the burden, fringe and overhead cost and a fixed fee for profit. Extra work associated with design changes shall be based on a scope of services provided by the Municipality and a negotiated fee for these services. No additional payment will be made for authorized minor design changes that can be made in the field by the Consulting Engineer.

(c) Extra work approvals for claims investigations assigned to the Consulting Engineer after final payment has been made or investigation that will exceed the calendar days stipulated in Paragraph (3)(d) will be based on a scope of services provided by the Municipality and a negotiated fee for these services. The Consulting Engineer will be paid based on a certified monthly payroll plus burden, fringe and overhead cost and a fixed fee for profit.

(47) HOURLY RATES

That the following estimated hourly rate for each classification of employee to be used on the project shall be as outlined in Table 2 and additional classifications if required must be submitted to the Municipality for prior approval.

The maximum hourly rates of pay outlined in Table 2 shall be subject to renegotiation should the work required under this Agreement not be completed as stipulated in Paragraph (3)(d). Any adjustment to the maximum hourly rates stated above shall apply only to such services as may be rendered subsequent to the date of renegotiation as stipulated above. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight-time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe and overhead shall be applied only to the "straight-time" portion of any overtime pay.

(48) ACCEPTANCE DATE

That the acceptance date of the work of this Agreement shall be established as the date the Municipality is in receipt of all papers and documents required in this Agreement. Within thirty (30) days of acceptance, the Consulting Engineer shall submit a final payment voucher for monies due him. If the Consulting Engineer fails to submit this voucher within the specified time, the Municipality may process a final payment voucher based on the available information.

(49) CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS  
"SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES"

That the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities," dated March 6, 1998, are hereby made a part of this Agreement.

(50) CERTIFICATION OF CONTRACTING ENGINEER

That the attached Certification of Consulting Engineer is hereby made a part of this Agreement.

(51) FEE ADJUSTMENT

That the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

(52) NOTICE BETWEEN PARTIES TO AGREEMENT

That it is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

a) - be in writing addressed to:

(i) When the Municipality is to receive such notice -

Marcia A. Leclerc, Mayor  
East Hartford Town Hall  
740 Main Street  
East Hartford, Connecticut, 06108;

(ii) When the Consulting Engineer is to receive such notice -

Fred Johnson  
Senior Vice President  
GEI Consultants, Inc.  
455 Winding Brook Drive  
Glastonbury, CT 06033;

b) - be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

(53) REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its Connecticut Certificate of Registration for the Corporate Practice of Engineering or Land Surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including all supplements thereto.

(53) VACANT

(54) SUSPENSION OR DEBARMENT

That suspended or debarred Consulting Engineer, suppliers, material men, lessors on other vendors may not submit proposals for a Municipality contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

- 1) That the signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
  - a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing 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. Is 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. Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

The Consulting Engineer agrees to confirm that the following certification be included in each Subcontract Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certifications, such prospective participant shall attach an explanation to this proposal.

(55) OWNERSHIP OF DOCUMENTS

That all products of the work under the terms of this Agreement shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.

- a) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and that the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request.
- b) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.
- c) The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party
  - 1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and
  - 2) shall agree to sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section b) above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

(56) VACANT

(57) USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

That the Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

(58) AMERICANS WITH DISABILITIES ACT

This clause applies to those Consulting Engineers who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Consulting Engineer represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Consulting Engineer to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the Municipality upon notice to the Consulting Engineer. The Consulting Engineer warrants that it will hold the Municipality harmless and indemnify the Municipality from any liability which may be imposed upon the Municipality as a result of any failure of the Consulting Engineer to be in compliance with this Act, as the same applies to performance under this Agreement.

(59) YEAR 2000 COMPLIANCE

The term "date data" as used herein shall mean any program function that utilizes data or input which includes an indication of or reference to the date. The Consulting Engineer represents and warrants that any hardware, software, data in a computer format and/or firmware (hereinafter referred to as "product[s]") delivered to or developed for the Municipality shall be capable of accurately processing (including, but not limited to, calculating, comparing, and sequencing) date data from, into and/or between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the purpose for which the Municipality intends to use the product(s). Such processing shall employ an expanded character format using at least eight digits in the date field, but shall not be based upon a sliding scale format or increase the processing time of the product(s). The accurate processing of date data by such product(s) from, into and/or between the twentieth and twenty-first centuries, including leap year calculations, shall hereinafter be referred to collectively as "Year 2000 compliant." In addition, said product(s) delivered to or developed for the Municipality shall be capable of accurately processing date data throughout the twenty-first century, as well as from, into and/or between centuries. If the products are obtained to perform together as a system, then this representation and warranty shall apply as well to those products as a system. This representation and warranty, along with the Consulting Engineer's commercial warranty or warranties and the remedies available to the Municipality for breach thereof shall survive the term of this Agreement. The remedies available to the Municipality shall include, but not be limited to, the right to repair or replace any product(s) which is(are) not "Year 2000 compliant", or to perform that repair or replacement, or have a third party of the Municipality's choosing do so, at the Consulting Engineer's expense.

(60) PAYMENT OF RECOVERABLE COSTS DUE TO THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

(61) VACANT

(62) JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Hartford, Connecticut.

The Consulting Engineer irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise provided by law or that Agreement), and, with respect to any claim between the Parties, to venue in Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenienc or otherwise. Nothing herein shall be construed to waive any of the Municipality's immunities.

(63) LITIGATION

The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Consulting Engineer shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Town.

(64) VACANT

(65) VACANT

(66) CORE AGREEMENT/CONTRACT PURCHASE ORDER

The Agreement itself is not an authorization for the Consulting Engineer to provide goods or begin performance in any way. The Consulting Engineer may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Consulting Engineer providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Consulting Engineer's own risk.

(67) HAZARDOUS MATERIALS.

Municipality agrees that as of the date of this agreement, Consulting Engineer has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist at the site. Consulting Engineer does not assume any liability for the known or unknown presence of such materials as of the date of this agreement. Consulting Engineer's scope of work does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. Municipality also agrees to indemnify and hold harmless Consulting Engineer, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that result from the detection, failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, escape or exposure to any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil, hazardous materials, or biological pollutants. In no event, however, shall Municipality obligations under this paragraph exceed the value of this contract. In addition, Municipality's obligations under this paragraph apply only to the extent that such claims, damages, losses, and expenses are not caused by Consulting Engineer's, its subcontractor's agents or employee's negligence or willful misconduct.

## **Appendix E**

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### **Insurance Certificate/Endorsement**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (617) 328-6555      FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> GEI Consultants, Inc. 455 Winding Brook Drive Suite 201 Glastonbury, CT 06033	<b>INSURER A :</b> National Fire Insurance Company of Hartford A(XV) 20478	
	<b>INSURER B :</b> Charter Oak Fire Insurance Company 25615	
	<b>INSURER C :</b> Transportation Insurance Company A(XV) 20494	
	<b>INSURER D :</b> Valley Forge Insurance Company A(XV) 20508	
	<b>INSURER E :</b> Chartis	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	4034941519	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	810-1D708633	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	X	X	4034941567	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4034941410	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Y/N						
	N/A						
E	Prof. Liability			17788026	5/1/2013	5/1/2014	Per Claim 2,000,000
E	& Pollution Liab.			17788026	5/1/2013	5/1/2014	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
East Hartford RFQ #09-14, Engineering Services for Flood Protection Rehabilitation.  
Town of East Hartford is included as an Additional Insured with respect to General and Auto Liability where required by written contract.  
Travelers Property & Casualty Property Ins. Policy No. 630-0D984525, eff. 5/01/13-5/01/14, includes \$50,000 Valuable Papers coverage.

**CERTIFICATE HOLDER**      **CANCELLATION**

Town of East Hartford Attn: Michelle Enman, Purchasing Agent 740 Main Street East Hartford, CT 6108	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Maquinta Piant</i>
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**  
**- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured is amended to include as an additional insured:
  - 1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  - 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:
  - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf in the performance of your ongoing operations specified in the "written contract"; or
    - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  - 2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
    - a. Required by the "written contract";
    - b. Described in B.1. above; or
    - c. Afforded to you under this policy.
  - 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
  - 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
    - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
      - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      - (2) Supervisory, inspection, architectural or engineering activities; or



- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.



April 30, 2012 (Revised May 9, 2013)  
Project No. 08121-4

Geotechnical  
Environmental  
Water Resources  
Ecological

Mr. Nick Casparino, P.E.  
Town Engineer  
Town Hall  
740 Main Street  
East Hartford, CT 06108

Dear Mr. Casparino:

**Re: East Hartford Flood Control System  
Bid #08-22 Professional Services  
Agreement No. 5, Purchase Order No. 20112506-00  
Contract Amendment No. 1  
Civil Works and Closure Structure Repair Project**

We are pleased to submit this proposal to provide engineering design services for adding additional repair elements to the Civil Works and Closure Structure Repair Project associated with the flood control system. This work is associated with Bid #08-22 – Professional Services for the East Hartford Flood Control System. We understand that this work will become part of Supplemental Agreement No. 1 to our existing contract. We originally submitted this proposal on April 30, 2012. This proposal presents a revision based on our meeting with Town Engineering Staff on September 12, 2012, and our revised submission on October 11, 2012, and our telephone conversation today.

#### **Background**

In August 2010, the USACE performed a periodic inspection of the flood control system. Preliminary results of the inspection were presented to the Town in December 2010. As a result of the preliminary information, the Town retained GEI in April 2011 to design repairs to the elements identified by the USACE.

In January 2012, the USACE provided a final Periodic Inspection Report to the town along with a summary letter outlining various deficiencies and their associated deadlines. The USACE set a deadline of January 2013 to remove unwanted vegetation on the system. The USACE set a January 2014 deadline to have repairs to the closure structures designed.

In order to meet the deadlines set by the USACE the Town needs amend our current contract to include the following work:

- Revise our current drawings and contract specification to include optional tree and vegetation removal at Cherry Street Pump Station Outfall and Riverpoint Condominium Floodwall associated with Timber Bulkhead Replacement project.
- Revise our current drawings and contract specifications to include applying herbicide to riprap, floodwalls, fence areas and other areas requiring vegetation control.
- Reorganize our current contract documents to remove the utility abandonment and the bulkhead door concrete replacement at the Riverpoint Condominium Floodwall from the

Civil Works Repair construction contract. The utility abandonment and bulkhead door concrete replacement will be included in the Bulkhead Replacement construction project.

- Revise our construction cost estimates and schedules for both the Civil Works Repair project and the Closure Structure Repair project

In addition, we understand the two construction contracts will need to be permitted separately. Based on discussion at a March 29, 2012 meeting with the CTDEEP, we understand that the Civil Works Repair Project will require an individual dam safety permit. The CTDEEP will allow the Closure Structure Repair Project to be permitted as part of the Town's existing dam safety permit for the FEMA Accreditation Repair project as supplemental information.

### **Scope of Work**

We propose the following scope of services outlined below:

1. Civil Works Repair Contract Documents: We will revise our existing construction drawings and contract documents for the civil works repairs including:
  - Construction Drawings. We modify our existing construction drawings. The modifications will be limited to:
    - Revising our current drawings to include applying herbicide to riprap, floodwalls, and fence areas requiring vegetation control.
    - Removing drawings showing the utility abandonment and the bulkhead door concrete replacement at the Riverpoint Condominium Floodwall from this Civil Works Repair Project.
  - Contract Documents. We will modify our existing contract documents to include:
    - Revise bid forms and technical specifications to include
      - Herbicide application
    - Removing the utility abandonment and the bulkhead door concrete replacement at the Riverpoint Condominium Floodwall pay items and technical specifications.
  - Cost Estimate and Schedule. We will modify our existing cost estimate and schedule to reflect the revised scope of work.

We will provide the Town with CAD files and PDF files of the drawings and contract documents.

2. Closure Structure Repair Contract Documents: We will prepare construction drawings and contract documents for the closure structure repairs including:
  - Construction Drawings. We modify our existing construction drawings. The modifications will be limited to:
    - Incorporating the utility abandonment and the bulkhead door concrete replacement at the Riverpoint Condominium Floodwall from the Civil Works Repair Project.
  - Contract Documents. We modify our existing contract documents to reflect the revised scope of work.
  - Cost Estimate and Schedule. We will modify our existing cost estimate and schedule to reflect the revised scope of work.

We will provide the Town with CAD files and PDF files of the drawings and contract documents.

**Assumptions**

Our proposal includes the following assumptions:

- The Town will obtain right-of-entry to Town property to perform survey work.
- No coordination meetings between GEI and the Town will be required.
- No federal environmental permitting will be required.
- Wetland delineation is not required.
- Local application for permission to conduct a regulated activity within inland wetlands is not required.
- No change to our original permitting scope of work is required. We will prepare one set of local permit applications that will include both the Civil Works and Closure Structure repair projects even though they will be constructed under separate construction contracts.

**Cost**

We will perform the above scope of service for a lump sum fee of \$15,100. The breakdown of our proposed costs is included in the table below. Invoices will be submitted monthly based on the estimated percent complete at the end of the billing period.

**Conditions**

Our services will be provided under the Conditions of Engagement previously negotiated with the Town of East Hartford. We understand that this work will become part of Supplemental Agreement No. 1 to our existing contract for Civil Work and Closure Structure Repairs Design Work (P.O. No. 20112506-00).


We have also reviewed the proposed CTDEP Executive Orders for inclusion to our current contract. All documents are acceptable to GEI for inclusion.

**Closure**

Thank you for the opportunity to submit this proposal. We look forward to continue our work with you on this project. Please call me at 781-721-4023 if you have any questions.

Sincerely,

GEI CONSULTANTS, INC.

  
James F. Nickerson, P.E.  
Project Manager


JFN/db



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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

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**DATE:** May 9, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: Participation in UCONN's Grant Proposal to USDA for Childhood Obesity Prevention

Attached is a memo and resolution authorizing the grant application to execute any documents necessary that may be required by the USDA for completion of the grant. As a sub-recipient East Hartford's WIC Program would receive \$12,210.00 to support administrative costs related to the project.

Please place on the Town Council agenda for May 21, 2013 meeting.

Thank you

**C:** M. Walsh, Director Finance Dept.  
C. Fravel, Grants Administrator

## RESOLUTION

WHEREAS, the United States Department of Agriculture (USDA) Center for Collaborative Research on WIC Nutrition Education Innovations at the USDA/ARS Children's Nutrition Research Center at Baylor College of Medicine has announced the availability of funds for researcher-initiated projects to demonstrate innovative approaches to nutrition education for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); and

WHEREAS, the University of Connecticut (UConn) is submitting a Small-Grants Research Program proposal to the USDA for funding to support a project entitled "Coordinating Nutrition Messages between WIC, Head Start and Pediatrician Offices to Prevent Childhood Obesity"; and

WHEREAS, the Town of East Hartford Health and Social Services' WIC Program desires to participate in the aforementioned project as a sub-recipient and receive \$12,210.00 for the period October 15, 2013 through March 31, 2016 if awarded.

NOW, THEREFORE, BE IT RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford is hereby authorized to execute any and all documents as may be required by the USDA with respect to the aforementioned grant.

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 21<sup>st</sup> of May, 2013.

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

Date: \_\_\_\_\_



TO: Marcia A. Leclerc, Mayor

FROM: Kathy Minicucci, WIC Program Coordinator *KM*

CC: James P. Cordier, Director of Health and Social Services  
Clare Fravel, Grants Administrator

SUBJ: Referral to Council – Participation in UCONN’s Grant Proposal to USDA  
for Childhood Obesity Prevention

DATE: May 10, 2013

The United States Department of Agriculture (USDA) Center for Collaborative Research on WIC Nutrition Education Innovations at the USDA/ARS Children’s Nutrition Research Center at Baylor College of Medicine (CNRC WIC Center) has announced the availability of funds for researcher-initiated projects to demonstrate innovative approaches to nutrition education for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). To that end, the University of Connecticut (UCONN) is submitting a Small-Grants Research Program proposal to the USDA to support an initiative entitled “Coordinating Nutrition Messages between WIC, Head Start and Pediatrician Offices to Prevent Childhood Obesity.” UCONN has requested the Town of East Hartford Health and Social Services WIC Program’s participation in this project to be conducted between October 15, 2013 and March 31, 2016.

The proposed project is intended to help raise awareness about childhood obesity and motivate parents to serve fewer sugar sweetened beverages and to encourage physical activity. The scope of work for the WIC office on this project would include the following:

- Assist in recruitment of study participants through WIC and Head Start
- Use of “My Weight Ruler” and “Readiness Ruler” to increase awareness and motivation for healthy beverages and physical activity
- Deliver tailored nutrition messages to support target behaviors
- Collect 6 and 9 month survey data during routine appointments with participants
- Monthly participation in the collaboration steering committee

As a sub-recipient, East Hartford’s WIC Program would receive \$12,210.00 to support administrative costs related to the project including: Program Nutritionist salaries, postage, incentives, supplies and local travel.

I am requesting that the attached Resolution be placed on the Town Council agenda for their meeting to be held May 21, 2013. The Resolution will authorize you to execute any documents that may be required by the USDA for the completion of the grant.

Attachment: Resolution

**GRANT APPLICATION INFORMATION**

**DATE: May 10, 2013**

**TITLE: Coordinating Nutrition Messages between WIC, Head Start and Pediatrician Offices to Prevent Childhood Obesity**

**AMOUNT: \$12,210**

**SOURCE: Subcontract with UCONN; funding from U.S. Dept. of Agriculture Small Grants Research Program**

**PURPOSE: Promotion of childhood obesity prevention; raise awareness and motivate parents to serve healthy beverages and encourage physical activity.**

**DEPARTMENT RESPONSIBLE: Health and Social Services WIC Program**

**MATCHING FUNDS: Non-applicable**

**IN-KIND OR CASH: Non-applicable**

**GRANT PERIOD: October 15, 2013 through March 31, 2016**

**PROPOSED BUDGET: Attached**

**Subcontract with WIC office**

Included is a subcontract for the East Hartford WIC agency which will help recruit mothers to participate in the study, provide tailored nutrition messages to mothers, and will collect follow-up data at routine WIC appointments.

The subcontract will include funding for two (2) Program Nutritionists to commit 10 hours per month at \$30 per hour for six months each year (\$7,200 total).

The subcontract also includes postage (\$414), office supplies (\$500), gift card incentives for parent workshops (\$10 cards x 6 workshops x 25 parents = \$1500), local travel to monthly meetings and workshops (\$648 per year), and travel to conference in Washington, DC (\$1300).

Category	Rate		Year 1	Year 2	Year 3	Total
Program Nutritionists	\$30/hr x 2 Nutritionists	10 hrs/ month	3,600	3,600		7,200
postage	\$.46 x 100 x 9 months		207	207		414
incentives	\$10 gift card x 6 x 25		750	750		1,500
supplies	photocopies, paper, files		250	250		500
local travel	monthly meetings and workshops		648	648		1,296
Travel to Washington, DC					1,300	1,300
<b>Total</b>			<b>5,455</b>	<b>5,455</b>	<b>1,300</b>	<b>\$12,210</b>

**The total subcontract is \$12,210.**

**Scope of Work:**


The scope of work for the WIC office on this project will include the following:

- Helping to recruit families to join the study by posting flyers
- Use of the “My Weight Ruler” to increase parents’ awareness of child weight status
- Deliver tailored nutrition messages to support target behaviors of healthy beverages and physical activity
- Collection follow-up surveys at 6 and 9 months during routine appointments with WIC parents
- Monthly participation in the collaboration steering committee
- Support for parent workshops

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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

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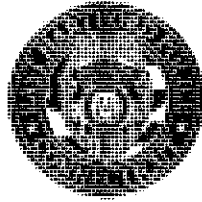
**DATE:** May 13, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** NEW BUSINESS: CALEA Sole Source-Bid Waiver

The attached is a memo and The Accreditation Program for Law Enforcement Accreditation Agreement from Police Chief Sirois requesting a bid waiver pursuant to the Town's Purchasing Regulations Ordinance Section 10-7 C.

Please place on the Town Council agenda for the May 21, 2013 meeting.

Thank you

**C:** Chief Sirois-Police Department



**East Hartford Police Department**  
31 School Street, East Hartford, CT 06108  
Police Service (860) 528-4401

**TO:** Mayor Marcia Leclerc  
**FROM:** Mark J. Sirois, Chief of Police  
**DATE:** March 4, 2013  
**RE:** CALEA Sole Source

---

Mayor,

CALEA (Commission on Accreditation for Law enforcement Agencies) is a "sole source" vendor for national and international law enforcement accreditation.

The "pro forma" contract/agreement has been reviewed by Corporation Counsel (Rich Gentile) but due to the cost (\$10,100 based upon agency size) and pursuant to the Town's Purchasing Regulations, a bid waiver by the Town Council is required.

I request that the contract/agreement be forwarded to the Town Council for action.

Please call me if you have any questions or need additional information.

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT  
ACCREDITATION AGREEMENT**

This Agreement is entered into between the East Hartford Police Department with principal offices at 31 School St., East Hartford, CT 06108 telephone number 860-291-7642 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

**WITNESSETH**

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

**1. PURPOSE OF THIS AGREEMENT:**

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

**2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:**

- 2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

**3. CALEA'S RESPONSIBILITIES: CALEA agrees to:**

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

**CALEA will not accept this agreement if it is not executed by June 30, 2013**

- 3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
- 3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.
- 3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

**September 2012**

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

#### **4. TIME PERIOD COVERED BY THIS AGREEMENT:**

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

#### **5. MODIFICATION:**

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

#### **6. TIME AND MANNER OF PAYMENT:**

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

##### **6.1 (a) Accreditation Payment Option**

Our agency elects Single installment(s) accreditation payment option. The amount of \$10100 is herein remitted to CALEA. Purchase Order, G5203-62219 is herein remitted with Agreement.

**East Hartford Police Department**

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$4065 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, and 25th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

#### **7. CALEA AS AN INDEPENDENT CONTRACTOR:**

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

#### **8. AUTHORITY:**

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

#### **9. INTEGRATION:**

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

#### **10. SEVERABILITY:**

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

**East Hartford Police Department**



**11. WARRANTY NOT INTENDED OR IMPLIED:**

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

**12. WAIVER:**

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

**13. NOTICE:**

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

**14. HEADINGS:**

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

**15. CONSENT TO BE BOUND:**

15.1 The Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

**16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS**

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

**17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS**

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

**East Hartford Police Department**

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on

Witness:

\_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Mark J. Sirois  
(typed name)

Chief of Police  
(title)\*

By \_\_\_\_\_

By \_\_\_\_\_  
(signature)

N/A  
(typed name)

N/A  
(title)\*\*

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on \_\_\_\_\_, 20 \_\_\_\_\_.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By \_\_\_\_\_

By \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
\*Title of the Agency's Chief Executive Officer.

\*\*Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block

Adm 61-09/12

# **Addendum to Agreement**

**East Hartford Police Department**



LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: East Hartford Police Department

Street Address: 31 School St.

P.O. Box No: P.O. Box Zip/Postal Code 06108

City: East Hartford State/Province: CT

Zip/Postal Code: 06108

Agency Telephone: 860-291-7642 Agency Fax: 860-610-6299

Special Shipping Instructions:

Agency's Chief Executive Officer

Name: Mark J. Sirois

Title: Chief of Police

Telephone: 860-291-7560 E-mail: msirois@easthartfordct.gov

Agency's Accreditation Contact

Name: Beau Thurnauer

Title: Deputy Chief

Telephone: 860-291-7642 E-mail: bthurnauer@easthartfordct.gov

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date:

By:

Signature

Mark J. Sirois

Typed Name

Chief of Police

Title



## **PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT**

### **TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS**

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and East Hartford Police Department, located at 31 School St., East Hartford, CT 06108 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

#### **I. Content of Licensed Materials; Grant of License**

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies; and
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

**September 2012**

**East Hartford Police Department**

## II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by Innovative Data Systems (IDS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

## III. Fees

(a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

**CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Subscription payments are included in accreditation payment installments.

**Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

**Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

**Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

(b) **BILLING** - Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of the IDS PowerDMS™ Standards software for those entities subscribing to that service.

(c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products.

East Hartford Police Department

#### **IV. CALEA Commitment to Customer Service**

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

#### **V. Authorized Use of Licensed Materials**

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
  2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
  3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.
  4. **Databases** - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
  5. **Electronic Links** - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that

**East Hartford Police Department**

will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.

6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

## **VI. Access by and Authentication of Authorized Users**

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or IDS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or IDS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

## **VII. Specific Restrictions on Use of Licensed Materials**

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

## **VIII. Licensor Performance Obligations**

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by IDS where required.

**East Hartford Police Department**



- (c) IDS PowerDMS™ Standards – Licensees using IDS PowerDMS Standards will receive all technical support from IDS as defined within the IDS licensing agreement.

## **IX. Licensee Performance Obligations**

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (e) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

## **X. Mutual Performance Obligations**

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **XI. Term**

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement

**East Hartford Police Department**

specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

## **XII. Early Termination**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **XIII. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

## **XIV. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

**East Hartford Police Department**

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

#### **XV. Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

#### **XVI. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

#### **XVII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **XVIII. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

#### **XIX. Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **XX. Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

#### **XXI. Governing Law**

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

East Hartford Police Department

**SIGNATURE PAGE  
ACCEPTED AND AGREED:**

**Licensee**

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

**Name:** Mark J. Sirois

**Title:** Chief of Police

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

**CALEA®**

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

**Name:** Sylvester Daughtry, Jr.

**Title:** Executive Director

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

**CALEA has caused this Agreement to be executed on**

\_\_\_\_\_.

**Adm Lic 09/2012**

**East Hartford Police Department**

# **Addendum**

**East Hartford Police Department**



Commission on Accreditation for  
Law Enforcement Agencies, Inc.  
13575 Heathcote Boulevard  
Suite 320  
Gainesville, Virginia 20155

Phone: (703) 352-4225  
Fax: (703) 890-3126  
E-mail: [calea@calea.org](mailto:calea@calea.org)  
Website: [www.calea.org](http://www.calea.org)

March 1, 2013

Mr. Beau Thurneuer  
Deputy Chief of Police  
East Hartford Police Department  
31 School Street  
East Hartford, CT 06108

Dear Deputy Chief Thurneuer:

The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) is the sole source for national and international law enforcement accreditation. We are also the sole source for publications and emblems pertaining to CALEA @ accreditation.

If you have any questions or need further information do not hesitate to contact me at 703-352-4225, extension 32.

Sincerely,


A handwritten signature in black ink, appearing to read "Stephen W. Mitchell".

Stephen W. Mitchell  
Regional Program Manager

---

T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** May 8, 2013  
**TO:** Richard Kehoe, Chair  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$8,453.05 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for May 21, 2013 meeting.

**C:** M. Walsh, Director of Finance  
I. Laurenza, Tax Collector

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**INTEROFFICE MEMORANDUM**

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**TO:** MARCIA A LECLERC, MAYOR  
MICHAEL WALSH, DIRECTOR OF FINANCE

**FROM:** IRIS LAURENZA, COLLECTOR OF REVENUE  
ANNIE KOHLER, ASSISTANT TAX COLLECTOR

**SUBJECT:** REFUND OF TAXES

**DATE:** 5/7/2013

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Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$8,453.05 See attached list.



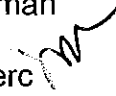
Bill	Name	Address	Prop Loc/Vehicle Info.	Int	L/F	Over Paid
2011-03-0050005	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	1994//1LH660UHX1007102	\$ (15.56)	\$ (5.00)	\$ (129.65)
2011-03-0050006	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	2009//3D6WWD76L59G566067	\$ (98.75)		\$ (1,316.66)
2011-03-0050007	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	2000//1FUYSS3YLG36467	\$ (26.45)		\$ (352.60)
2011-03-0050008	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	1997//1HTSCABM7VH480684	\$ (24.24)		\$ (201.97)
2011-03-0050009	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	1986//1HTLDTV6GHA26014	\$ (12.84)		\$ (106.98)
2011-03-0050010	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	2000//1FV6HLCAS5YH878421	\$ (29.75)		\$ (396.66)
2011-03-0050011	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	2010//1HTMKAANA4H180178	\$ (166.36)		\$ (2,218.24)
2011-03-0050012	A AND M TOWING AND RECOVERY INC.	430 TOLLAND ST EAST HARTFORD CT 06108 2559	2009//1NPWL4EX19D788137	\$ (191.18)		\$ (2,549.00)
2011-03-0057791	CORTES PABLO	28 WAKEFIELD CIR E HARTFORD CT 06118 1625	2008//4F2CZ92Z18KM22328	\$ -	\$ -	\$ (10.76)
2011-03-0066048	HAYNES HELEN A	92 HIGBIE E HARTFORD CT 06108 2840	2009//4T1BK46K49U089706	\$ -	\$ -	\$ (27.30)
2011-03-0069407	KONGPHILA-ENRIQUEZ MEYLI	8315 CORAL LAKE LN CORAL SPRINGS FL 33065	2004//3N1CB51D74L856607	\$ -	\$ -	\$ (113.01)
2011-03-0075428	NELSON GARFIELD W	19 ACTON ST HARTFORD CT 06112	1997//2P4GP25R8VR412737	\$ -	\$ -	\$ (12.49)
2011-03-0079041	PRATT TYREK J	46 MONTAGUE CIRCLE E HARTFORD CT 06118 2234	2005//1N4BA41E25C834953	\$ -	\$ -	\$ (90.74)
2011-03-0085737	ROBERGE LEO P	23 CHAPMAN ST EAST HARTFORD CT 06108	2011//2B3CJ4DG0BH503780	\$ -	\$ -	\$ (64.18)
2011-03-0087093	THOMAS RICHARD N	95 WESTERLY TER E HARTFORD CT 06118 3564	2007//2FMDK46C27BB19225	\$ (12.03)	\$ (5.00)	\$ (267.44)
2011-03-0089921	VALERIO JUANA M	143 WALNUT ST E HARTFORD CT 06108 2977	1999//2FMZA5148XBC66373	\$ -	\$ -	\$ (8.21)
<b>SUBTOTAL</b>				\$ (577.16)	\$ (10.00)	\$ (7,865.89)
<b>TOTAL</b>						\$ (8,453.05)

AMENDED COPY

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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

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**DATE:** May 8, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: Fees Committee-"Circle Of Life: Arts For All" Lease at EHCCC


Attached is a memo from the Grants Administrator to refer to the Fees Committee the proposed lease agreement for "Circle Of Life: Arts For All".

Please place on the Town Council agenda of May 21, 2013 meeting and a referral to the Fees Committee.

Thank you

**C:** M. Walsh, Director Finance Dept.  
R. Gentile, Corporation Counsel

TO: Marcia A. Leclerc, Mayor

FROM: Clare Fravel, Grants/Lease Administrator 

SUBJ: Referral to Council – Fees Committee  
“Circle of Life: Arts for All” Lease at EHCCC

DATE: May 3, 2013

“Circle of Life: Arts for All” is a small non-profit organization that develops and coordinates arts-based activities in town. They are particularly well-known for dance programs in the schools that combine nutrition and general well-being information within the context of popular ballroom and hip-hop dance styles. They have formed a competition group for teens and also do programming for our senior citizens.

“Circle” has leased 3,404 square feet of space in the lower level of the East Hartford Community Cultural Center since August 1, 2002. Their current three-year five-month lease is due to expire August 1, 2013. The tenant has been paying a fifteen cent graduated per square foot lease rate of \$1.80 (2010-11), \$1.95 (2011-12), and \$2.10 (2012-13). They have asked for their rent to remain at \$2.10 per square foot for the next two-year period. That translates to \$7,148.40 annually.


I am requesting that this item be placed on the Town Council agenda for their May 21, 2013 meeting as a referral to the Fees Committee.

cc: Ted Fravel, Director of Parks and Recreation (EHCCC)  
Regina Barall, Executive Director, “Circle of Life: Arts for All”

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T O W N O F E A S T H A R T F O R D  
O F F I C E O F T H E M A Y O R

---

**DATE:** May 8, 2013  
**TO:** Richard Kehoe, Chairman  
**FROM:** Mayor Marcia A. Leclerc   
**RE:** REFERRAL: Fees Committee-Parking Lot Lease St. Isaac Jogues Church


Attached is a memo from the Grants Administrator to refer to the Fees Committee the proposed lease agreement for St. Isaac Jogues Church Parking Lot.

Please place on the Town Council agenda of May 21, 2013 meeting and a referral to the Fees Committee.

Thank you

**C:** M. Walsh, Director Finance Dept.  
R. Gentile, Corporation Counsel

TO: Marcia A. Leclerc, Mayor

FROM: Clare Fravel, Grants/Lease Administrator 

SUBJ: Referral to Council – Parking Lot Lease  
St. Isaac Jogues Church

DATE: May 3, 2013

St. Isaac Jogues Church has leased a parcel of land (0.6488 acres) on the corner of Community Street and Home Terrace as a paved parking lot from the Town of East Hartford since 1967. The fee for this use has been \$1 (one dollar) per year. The Church maintains the lot and provides us with insurance protection.

We are proposing that this arrangement remain in effect for the next five years at the same terms and conditions as noted above. A copy of the current two-page lease is attached (expires August 31, 2013).

I am requesting that this item be placed on the Town Council agenda for their meeting to be held May 21, 2013 as a referral to the Fees Committee.

Attachment

cc: Rev. Robert Roy, St. Isaac Jogues Church  
Julio C. Maturana, Business Manager, St. Isaac Jogues Church

## AGREEMENT

THIS AGREEMENT, made and concluded this 8<sup>th</sup> day of October, 2008, by and between the TOWN OF EAST HARTFORD, a Municipal Corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford in said State, and ST. ISAAC JOGUES CHURCH CORPORATION OF EAST HARTFORD, a Corporation organized and existing under the laws of the State of Connecticut, and being located in said Town of East Hartford, County of Hartford and State of Connecticut;

WHEREAS, the said Town of East Hartford is the owner of a certain parcel of land located in said Town of East Hartford, being shown as Parcel Number 183 on Page 1 of a certain map, plan, or drawing consisting of 8 pages entitled "Subdivision Map, East Hartford, Hartford County, Connecticut, Payne, Keefe & Neilan, Architects-Engineers, New London, Connecticut, August 12, 1957, Project Conn.-6024", which map or plan is on file in the Land Records of the said Town of East Hartford;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other valuable considerations received by the said Town of East Hartford, the said Town of East Hartford, for itself, its successors and assigns, hereby grants to the said St. Isaac Jogues Church Corporation of East Hartford, its successors and assigns, the right to use the above described premises for the parking of automobiles and such other uses incidental to the operation of its Church services provided, however, that said premises shall be available to the public for the purpose of parking of automobiles at all other times.

The granting of this license is in furtherance of the public use of said parcel of land and the parties hereto agree the granting of this license does not and is not intended to violate the restrictive covenants contained in a Deed, dated September 3, 1957, wherein the United States of America, acting through the Public Housing Administration, a constituent unit of the Housing and Home Finance Agency, is the Releasor and the said Town of East Hartford is the Releasee, which Deed is recorded in Volume 268, Page 515 of the Land Records of the said Town of East Hartford, to which reference may be had, and in the event it should ever be claimed the land is being used by virtue of the license herein granted in a manner which conflicts with the restrictive covenants contained in the Deed by which the licensor herein acquired title, then this Agreement shall be null and void and the license herein granted shall end and expire without further acts on the part of either party.

The undersigned agrees to maintain a \$500,000 per occurrence general liability insurance policy and to indemnify and save harmless the Town of East Hartford from any claims of loss or liability to persons or property, injuries, damages, including reasonable attorney and litigation fees arising out of negligent actions or omissions by St. Isaac Jogues Church Corporation of East Hartford, its officers, agents or church invitees relative to their use/utilization of the described property. St. Isaac Jogues Church Corporation of East Hartford further undertakes to indemnify the Town of East

Hartford for any damage to its property occurring in connection with the use of this parcel caused by the negligent acts or omissions of its officers, agents or church invitees.

Normal maintenance such as sweeping or plowing of snow shall be the responsibility of the St. Isaac Jogues Church Corporation of East Hartford.

Unless this license shall terminate by the provisions herein contained, or by operation of law, it shall continue to the 31st day of August, 2013.

IN WITNESS WHEREOF, the parties hereto, acting herein by their agents, duly authorized, have set their hands and seals on the day and year first above mentioned.

In the presence of:

Mary G. Martin  
Mary G. Martin

Tamara R. Flagan  
Tamara R. Flagan

Rose Marie G. O'Dea  
ROSE Marie G. O'Dea

Judith S. Craig  
Judith S. Craig

TOWN OF EAST HARTFORD

By Melody A. Currey  
Melody A. Currey, its Mayor  
and Duly Authorized Agent

ST. ISAAC JOGUES CHURCH  
CORPORATION OF EAST HARTFORD  
By Rev. John P. Rohan  
Rev. John P. Rohan, Its Agent  
Duly Authorized

Approved as to form: [Signature] 10/7/08  
Corporation Counsel, Town of East Hartford

MARCIA A. LECLERC  
MAYOR

# TOWN OF EAST HARTFORD

Police Department

31 School Street

East Hartford, Connecticut 06108

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

MARK J. SIROIS  
CHIEF OF POLICE

May 8, 2013

Richard F. Kehoe, Chairman  
East Hartford Town Council  
740 Main Street  
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application -  
"East Hartford Rotary Charitable Fund Duck Race"**

Dear Chairman Kehoe:

Attached please find the amusement permit application from the **East Hartford Rotary Club by Brian Liss, its Secretary**. The applicant seeks to conduct a Duck Boat race along with food, beverages and a band. The event will take place in **Great River Park (behind Two Rivers Magnet School)** on **Sunday, June 2, 2013** from **12 PM - 4 PM** with a band providing music during the same hours.

The applicant respectfully requests a **waiver of the associated permit fee**, under the provisions of (TO) 5-6(c), due to the Town of East Hartford as this is a charitable fund-raising event.

**The applicant also states that it would like to serve alcohol at its event. A copy of the applicable liquor permit is included with this paperwork.**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Public Works, Parks and Recreation Departments and the Offices of Corporation Counsel and Finance. The **Parks & Recreation and Fire Departments** approve the application as submitted.

The **Health Department** recommends approval provided the applicant submit a temporary food service permit application at least two (2) weeks prior to the event.

The **Public Works Department** recommends the application be approved subject to the following conditions:

- Applicant shall coordinate the event with Riverfront Recapture.
- East River Drive is signed for parking restrictions. Applicant shall coordinate with the East Hartford Police Department for use of on-street parking in this area.



- The attachment referenced in Item #7 of the Application has not been included and should be forwarded to the Public Works Department for review.
- The anticipated cost to the Department for this event is \$260.00.

**Corporation Counsel** states the applicant will need to sign a License Agreement with the Town of East Hartford.

The **Risk Management Department** states that the Town of East Hartford, the MDC and Riverfront Recapture need to be added as additional insured's for the liabilities associated with the event.

The **Inspections and Permits Department** states that permits may be required for tents or electrical.

The **Police Department** conducted a review of the application and the following comment/recommendation is made:

- The Police Department can provide adequate police protection for this event. The proposed site is suitable for the proposed amusement, the crowd is of a small size, and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- In the event that the police manpower required for this event exceeds the Department's normal patrol complement, some overtime hiring may be necessary.

Sincerely,



Mark J. Sirois  
Chief of Police

xc:  
Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

OUTDOOR AMUSEMENT PERMITS  
31 SCHOOL STREET  
EAST HARTFORD, CT 06108-2638  
(860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Mark J. Sirois  
Chief of Police

**THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR**

1. Name of Event:

East Hartford Rotary Charitable Fund Duck Race

2. Date(s) of Event:

June 2, 2013

3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant ) :

EAST HARTFORD ROTARY CLUB, PO Box 380035, East Hartford, CT 06138 (No phone #)  
completed by:

Brian Liss, East Hartford Rotary Club (EHRC) Secretary  
PO Box 380035, East Hartford, CT 06138 - Rotary Club  
38 Glen Road, Granby, CT 06035, 860.716.2224 (c), 860.413.9466 (h) - Home  
EH YMCA, 770 Main Street, E. Htfd, CT 06108, 860.289.6612 - Work

4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.

East Hartford Rotary Club, PO Box 380035, E.Htfd, CT 06138  
Sheryl O'Connor, President, 111 Founders Plaza, 1701, E. Htfd, CT 06108  
George Schoen, President Elect, Retired  
Mike Derr, Treasurer, 155 Founders Plaza, E. Htfd, CT 06108  
Brian Liss, Secretary - see above

5. List the location of the proposed amusement: (Name of facility and address)

Great River Park, E. Htfd behind Two Rivers Magnet School

6. List the dates and hours of operation for each day (if location changes on a particular day, please list):

12:00-4:00 PM

7. Provide a detailed description of the proposed amusement:

The East Hartford Rotary Club will be hosting its 2nd Annual Duck Race Fundraiser. Up to 3000 Rubber Ducks will be dropped by a bucket loader (see attached) into the Hockanum River. Attendees will have the opportunity to watch the ducks "swim" down the river. The event will include a band, food and beverages. All proceeds from the race will benefit local charities and organizations.

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?

12:00-4:00 PM

9. What is the expected age group(s) of participants?

Attendees will range from children to seniors.

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

150

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

There will be no impact as it is in a park that is designed for this type of use. Local schools and businesses will be closed as it is a Sunday so there should be no impact.

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Again, being a Sunday, there should be no concern about the impact of parking. Traffic will be affected for the start of the race, but a permit for that has already been secured (see attached).

c. Parking plan on site & impact on surrounding / supporting streets:

There is on street parking on East River Drive Extension and at the Great River Park lot.

d. Noise impact on neighborhood:

None. Event will be held in the park.

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

The East Hartford Rotary Club would like to request a fee waiver for this event as it is to raise money for local charities.

f. List expected general disruption to neighborhood's normal life and activities:

None.

g. Other expected influence on surrounding neighborhood:

None.

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

There is access to the site from Great River Park. There is a walking path that can be used for any and all emergency vehicles.

b. Provisions for notification of proper authorities in the case of an emergency:

All volunteers will carry cell phones.

c. Any provision for on-site emergency medical services:

None required.

d. Crowd control plan:

The site is large enough that there will be no need for crowd control.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

EHRC volunteers will ensure that the area is left in pre-amusement condition.

f. Provision of sanitary facilities:

Port-a-lets and hand washing stations will be provided.

13. Will food be provided, served, or sold on site:

Food available  Yes  No AND contact has been made with the East Hartford Health

Department  Yes  No.

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

Riverfront Recapture (RR) will be managing this process for us using the same procedures they use for other RR events.

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Riverfront Recapture (RR) will be managing this process for us using the same procedures they use for other RR events.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

The East Hartford Rotary Club would like to request a fee waiver for this event as it is to raise money for local charities.

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

EAST HARTFORD ROTARY CLUB

(Legal Name of Applicant)

Brian Liss

Digitally signed by Brian Liss  
DN: cn=Brian Liss, o=EHRC,  
email=brian.liss@ehrc.org, c=US  
Date: 2013.04.29 14:26:40 -0400

(Applicant Signature)

Brian Liss

(Printed Name)

04.29.13

(Date Signed)

EHRC Secretary

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Carol A. Stark  
Employee Number: 9019  
Date & Time Signed: 5-2-13 9:15 AM ~~12:00~~  
Time remaining before event: 30 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
April 30, 2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 609-6900	CONTACT NAME: Lockton Companies, LLC	
	PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com	
INSURED All Active US Rotary Clubs & Districts Attn: Risk Management Division 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	N	PHI G23861355 004	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ XXXXXXX
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMPROP AGG	\$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	PMI G23861355 004	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea event)	\$ 1,000,000
						BODILY INJURY (Per person)	\$ XXXXXXX
						BODILY INJURY (Per accident)	\$ XXXXXXX
						PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
							\$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	M00534092 004	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 10,000,000
							\$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IL) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	NOT APPLICABLE			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ XXXXXXX
						E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXX
						E.L. DISEASE - POLICY LIMIT	\$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER Rotary Club of East Hartford, CT Event: Annual Duck Race Event Date: June 2, 2013 Event Location: Great River Park, East Hartford, CT	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION  
165 Capitol Avenue ♦ Hartford Connecticut 06106

Attached is your Liquor Permit authorizing you to sell such alcoholic liquor as is provided by law under your permit number. You must take this permit to the Town Clerk in the town of address to be filed and stamped as authorized for business. This permit is not in effect until filed with the Town Clerk.

This permit is not transferable.

If you need assistance, contact the Department of Consumer Protection, Liquor Control Division at (860) 713-6200 or email [liquor.control@ct.gov](mailto:liquor.control@ct.gov).

RIVERFRONT RECAPTURE INC  
50 COLUMBUS BLVD FL 1  
HARTFORD, CT 06106-1910

11 MAY 15 A D 33  
TOWN & CITY CLERK  
HARTFORD  
*John V. Bazzano*

\*THIS PERMIT IS NOT IN EFFECT UNTIL FILED WITH THE TOWN CLERK SEC 30-53 (CT GEN STATUTES)\*

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION  
**LIQUOR PERMIT**

This certifies that

**JOSEPH R. MARFUGGI**  
50 COLUMBUS BLVD FL 1  
HARTFORD, CT 06106-1910

is authorized to sell such alcoholic liquor as is provided by law under permit number

Permit Number: LCT.0000042  
Permit Type: CATERER  
Tradename: RIVERFRONT RECAPTURE INC  
Backer: RIVERFRONT RECAPTURE INC

Effective Date: 06/06/2012  
Expiration Date: 06/05/2013

*John V. Bazzano*  
JOHN V. BAZZANO  
RECORDED 5/15/12  
TOWN CLERK'S OFFICE  
HARTFORD, CT

*William M. Rubenstein*  
William M. Rubenstein, Commissioner

Fire Dept



Mark J. Sirois  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**SUPPORT SERVICES BUREAU**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit**

Event Date: **June 2, 2013**

Event: **East Hartford Rotary Charitable Fund Duck Race**

Applicant: **East Hartford Rotary Club by Brian Liss, its Secretary**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 0

William Perez, Assistant Fire Chief  
Signature

May 7, 2013

Date

Comments:





Mark J. Sirois  
Chief of Police

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(860) 528-4401**



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- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_

Michael Cornell 5/6/13  
Signature Date

Comments:

Approval recommended provided the applicant submit a temporary food service permit application at least 2 weeks prior to the event.

*Darius Hae*



Mark J. Sirosis  
Chief of Police

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Applicant: **East Hartford Rotary Club by Brian Liss, its Secretary**

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- 1. the application be approved as submitted.
  - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_

*[Handwritten Signature]*

*5/8/13*

Signature

Date

Comments:

**Frank, Carol**

**From:** Bockus, Tim  
**Sent:** Wednesday, May 08, 2013 12:37 PM  
**To:** Frank, Carol  
**Subject:** RE: East Hartford Rotary Charitable Fund Duck Race

I have reviewed this application and Pursuant to Town Ordinance 5.3, I recommend that the application be approved subject to the following condition:

1. Applicant shall coordinate the event with Riverfront Recapture.
2. East River Drive is signed for parking restrictions. Applicant shall coordinate with the EHPD for use of on-street parking in this area.
3. The attachment referenced in item 7 of the application has not been included and should be forwarded to Public Works for review.

The anticipated cost to the Department for this event is \$260.

Tim Bockus  
Director of Public Works  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Phone (860) 291-7361  
Fax (860) 291-7370  
TBockus@easthartfordct.gov

-----Original Message-----

**From:** Frank, Carol  
**Sent:** Thursday, May 02, 2013 09:27  
**To:** Vibberts, Richard; Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Uhrig, Jim; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sirois, Mark; Soto, Ricardo; Stokes, Gloria; Thurnauer, Beau  
**Subject:** East Hartford Rotary Charitable Fund Duck Race

Good morning all.

Attached please find the Outdoor Amusement Permit Application, Certificate of Insurance and your Director's Review and Notice in connection with the above captioned event.

**\*\*Although this application was received 30 days prior to the event, I am requesting that your reviews be returned to me in one week's time to accommodate this event's placement before the Town Council meeting of May 21, 2013. (May 7th is too soon and June 4th is too late.) Your attention in this matter is greatly appreciated.\*\***

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, **TO MY ATTENTION AT THE POLICE DEPARTMENT** by Thursday, May 9, 2013. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

5/8/2013



Mark J. Sirois  
Chief of Police

TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
SUPPORT SERVICES BUREAU  
Outdoor Amusement Permits  
31 School Street  
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(860) 528-4401



Marcia A. Leclerc  
Mayor

Administrative Review of Amusement Permit

Event Date: June 2, 2013

Event: East Hartford Rotary Charitable Fund Duck Race

Applicant: East Hartford Rotary Club by Brian Liss, its Secretary

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments. *License Agreement Required*
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_

  
\_\_\_\_\_  
Signature

*5.03.2013*  
Date

Comments:

Frank, Carol

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From: Bennett, Cindy  
Sent: Thursday, May 02, 2013 9:38 AM  
To: Frank, Carol  
Subject: RE: East Hartford Rotary Charitable Fund Duck Race

The town of East Hartford, the MDC and Riverfront Recapture need to be added as additional insured's for the liabilities associated with this event-can you forward this on and request a revised certificate-thanks Carol

-----Original Message-----

From: Frank, Carol  
Sent: Thursday, May 02, 2013 9:27 AM  
To: Vibberts, Richard; Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
Cc: Uhrig, Jim; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sirois, Mark; Soto, Ricardo; Stokes, Gloria; Thurnauer, Beau  
Subject: East Hartford Rotary Charitable Fund Duck Race

Good morning all.

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\*\*Although this application was received 30 days prior to the event, I am requesting that your reviews be returned to me in one week's time to accommodate this event's placement before the Town Council meeting of May 21, 2013. (May 7th is too soon and June 4th is too late.) Your attention in this matter is greatly appreciated.\*\*

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Thursday, May 9, 2013. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank  
East Hartford Police Dept.  
Support Services Bureau  
31 School St.  
East Hartford, CT 06108

Work: 860-291-7631  
Fax: 860-291-6290



Mark J. Sirois  
Chief of Police

TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
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N/A

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_

Milton Gregory Grew 5/2/13  
Signature DIR OF INSPECTIONS & PERMITS Date

Comments:

PER 5-3 MY APPROVAL NOT REQ'D.  
PERMITS MAY BE REQ'D FOR TENTS OR  
ELECTRICAL.

Police

**Frank, Carol**

---

**From:** McConville, Timothy  
**Sent:** Wednesday, May 08, 2013 1:36 PM  
**To:** Frank, Carol  
**Subject:** RE: East Hartford Rotary Charitable Fund Duck Race

Carol,

We will not need to hire any Officers for the 2013 Duck Race. I will mark on the worksheet "extra attention".

Thanks

Timothy S. McConville #184  
Acting Commander  
Field Operations Bureau  
East Hartford Police Department  
31 School Street  
East Hartford, CT 06108  
860-291-7579  
tmconville@easthartfordct.gov

-----Original Message-----

**From:** Frank, Carol  
**Sent:** Tuesday, May 07, 2013 14:37  
**To:** 'Brian Liss'  
**Cc:** Thurnauer, Beau; Vibberts, Richard; McConville, Timothy  
**Subject:** East Hartford Rotary Charitable Fund Duck Race

Good afternoon Brian.

Attached please find a copy of the Town's Limited License Agreement which will need to be completed as part of your application for an outdoor amusement permit.

If assistance is needed to complete this required legal document, please contact the Office of Corporation Counsel at (860)291-7215.

Thank you for your kind attention.

Regards,

Carol A. Frank  
East Hartford Police Dept.  
Support Services Bureau  
31 School St.  
East Hartford, CT 06108

Work: 860-291-7631  
Fax: 860-610-6290

*Robert J. Rosak*

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2013 MAY 16 A 8:35  
(860) 291-7208

TOWN CLERK (860) 289-0831  
EAST HARTFORD

DATE: May 16, 2013

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, May 21, 2013 7:00 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Tuesday, May 21, 2013**

**7:00 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the pending Superior Court case of Brenda Rose v. Town of East Hartford, Docket No. CV-11-60203968-S.

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel