

Robert J. Posit

2013 JUL 11 A 11: 37

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT

TOWN CLERK
EAST HARTFORD

JULY 16, 2013

6:45 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
 - A. June 2013 Beautification Commission Awards:
 1. Residential: Burnham Family, 1893 Main Street
 2. Commercial: Gilbert Landscaping for CVS Plaza, Main Street/Burnside Avenue
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. June 18, 2013 Executive Session
 - B. June 18, 2013 Regular Meeting – corrected June 27, 2013
 - C. June 24, 2013 Special Meeting/East Hartford Golf Course
 - D. June 26, 2013 Special Meeting/East Hartford Golf Course
6. COMMUNICATIONS AND PETITIONS
 - A. Town of East Hartford Code of Ordinances §10-10 (b) Not Accepting the Lowest Bid of Tilcon Connecticut CT re: 2013 Road Improvement Project
 - B. East Hartford Board of Education: State of the Schools Report
 - C. Update: East Hartford Golf Course
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Assistance to Firefighters Grant Program
 - B. 2013 Justice Assistance Grant (JAG) Program
 - C. Commercial Property Assessed Clean Energy (C-PACE) Marketing Campaign Grant
 - D. Master Municipal Agreement for Construction Projects
 - E. Flood Protection System re: Toe Drain Replacement Project, Phase II re: Contract Modification
 - F. Referral to Real Estate Acquisition and Disposition Committee re: 12 Governor Street Drainage Easement
 - G. Outdoor Amusement Permit Applications:
 1. Riverfest 2013 – rescheduled
 2. Goodwin College Summer Carnival

H. Appointments to Various Boards/Commissions

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Lexham East Hartford, LLC v. Town of East Hartford, Docket No. CV-12-6016250-S
 - B. Beby, LLC v. Town of East Hartford, Docket No. CV-12-6016266-S
 - C. Isaac Properties, LLC v. Town of East Hartford, Docket CV-12-6015454-S
 - D. Governor Street Partners, LLC v. Town of East Hartford, Docket No. CV-12-6015453-S
 - E. Anthony Crane v. Town of East Hartford, Docket No. CV-12-6015452-S
 - F. Zelda Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015449-S
 - G. 151 Roberts, LLC v. Town of East Hartford, Docket No. CV-12-60155069-S
 - H. Casper Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015441-S
 - I. Jakiram, LLC v. Town of East Hartford, Docket No. CV-12-6015605-S
 - J. 764 Silver Lane, LLC v. Town of East Hartford, Docket No. CV-12-6015606-S
 - K. 20 Village Street, LLC v. Town of East Hartford, Docket No. CV-12-6015607-S
 - L. Zimba Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015451-S
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: August 6, 2013)

Attenello, Angela

From: pasirois@comcast.net

Sent: Wednesday, July 03, 2013 10:13 AM

To: Attenello, Angela

Subject: BC June Awards

Hi Angela,

These are the award winners for the June Beautification Awards. Mary Mourey will present them at the July 16th Council Meeting.

June Awards:

BURNHAM FAMILY
1893 MAIN ST.
06108

LANDSCAPING DONE BY GILBERT LANDSCAPING FOR
CVS PLAZA
MAIN STREET AND BURNSIDE AVENUE

I will notify the Mayor also.

Thanks,
Pat

Robert J. Peck

2013 JUN 24 A 9:44

TOWN COUNCIL MAJORITY OFFICE

JUNE 18, 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 6:49 p.m.

MOTION By Bill Horan
seconded by Eric Thompson
to **go into** Executive Session to discuss the following cases:

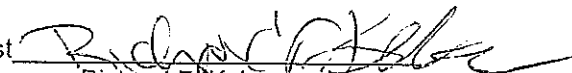
1. Personal injury claim of Terrance Davenport v. Town of East Hartford (DOL: 9/23/12);
2. Superior Court action of Tyresa N. Deleston v. Town of East Hartford, Docket No. CV-13-6038122-S; and
3. Superior Court action of Rebecca Rivera v. Gregory Verallis, et al., Docket No. CV-12-6027542-S.

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 Bill Horan
seconded by Eric Thompson
to **adjourn** (7:13 p.m.)
Motion carried 9/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Rossi

EAST HARTFORD TOWN COUNCIL · 2013 JUN 27 A 11: 35

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

JUNE 18, 2013

CORRECTED 06-27-13

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 7:30 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.

RECOGNITIONS AND AWARDS

Proclamation: Theresa Tostarelli

Chair Kehoe read the following proclamation:

WHEREAS, Theresa Patricia Tostarelli has been a volunteer and Troop Leader with the Girl Scouts in East Hartford for 51 Years; and

WHEREAS, Theresa has devoted herself to mentoring Junior Level Girl Scouts from the East Hartford Community, and whose ongoing commitment has given generations of Junior Girl Scouts leadership skills, memorable experiences, and life long relationships; and

WHEREAS, Theresa has guided countless young women, and helped them grow through their Junior Girl Scout years.

NOW, THEREFORE, I, Mayor Marcia A. Leclerc, Mayor of the Town of East Hartford, join with members of the entire East Hartford Town Council to offer their sincerest congratulations to

Theresa Patricia Tostarelli

for all her achievements and contributions to the mentoring of generations of Junior Girl Scouts in our community.

Mayor Leclerc joined with the Council in congratulating Ms. Tostarelli for her dedication and commitment to the community through her leadership in the Girl Scouts.

Ms. Tostarelli thanked the Mayor and the Council for this proclamation. She also thanked the girls in Troop 10051 for their hard work and dedication to the Girl Scouts.

East Hartford High School: Top Twenty Students Class of 2013

Chair Kehoe read the following resolution:

WHEREAS, Matthew Ryan, Principal of East Hartford High School, has announced the names of the "Top 20 Students" in the Class of 2013 - the 127th graduating class in the history of East Hartford High School; and

WHEREAS, inclusion in this elite group of scholars is the result of four years of consistent exceptional work and dedication to studies; and

WHEREAS, special honors and awards have been bestowed on the members of the "Top 20", and the support and guidance of parents, family and teachers must also be recognized and commended; and

NOW, THEREFORE, BE IT RESOLVED:

That the Town Council of the Town of East Hartford hereby acknowledges the academic excellence and selection as a "Top Twenty" student of

Rachel Forte, Valedictorian Jessica Murdzek, Salutatorian

<i>Ashley Clancy</i>	<i>Nicholas Castro</i>	<i>Cassie Quattropani</i>
<i>Kimberly Wolkon</i>	<i>Janet Tovar</i>	<i>Matthew Whitesell</i>
<i>Hannah Oney</i>	<i>Nakaysha Gonzales</i>	<i>Tedisha Brooks</i>
<i>Amy Lee</i>	<i>Jullet Boamah</i>	<i>Jalen Rivera</i>
<i>Andrew Secker</i>	<i>Anthony Davis, Jr.</i>	<i>Emily Burr</i>
<i>Tyler Whitesell</i>	<i>Julla Boamah</i>	<i>Jasmine Harris</i>
<i>April Wilson</i>		

and extends its congratulations for this outstanding achievement and, with the entire East Hartford community, wishes for continued personal success.

LET IT FURTHER BE KNOWN:

That Mayor Marcia A. Leclerc joins the Town Council in this affirmation of tribute and honor.

Mayor Leclerc and the Council congratulated all the students, and their families, for achieving this honor.

Councillor Aberasturia, along with Jeff Currey, Chair of the East Hartford Board of Education, presented a check for \$1,200.00 to Ryan Gardner, ~~the East Hartford High School senior~~ **a recent graduate of the Connecticut International Baccalaureate Academy**, who was the winner of the Memorial Mile Race.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Prescille Yamamoto, 235 East River Drive, (1) congratulated Ms. Tostarelli for the years she served on the Girl Scouts; and (2) urged the Council to renew the lease for Circle of Life: Arts for All.

David Secker, 159 Woodycrest Court, thanked the Council for funding the music program at the High School, especially with the many financial challenges that arise during budget.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) spoke on the firefighters' contract and urged the Council to reject the tentative agreement; (2) said that the tax lien sales suggest that residents are having problems paying their taxes; (3) stated that the state has proposed instituting a state-wide property tax; and (4) asked the Council to urge the state legislative delegation to push for binding arbitration reform.

Mayor Leclerc (1) thanked Eileen Powers for her commitment to the community through her service on several Commissions that, unfortunately, she is resigning from due to her move to Florida; (2) supports the firefighters' contract and urged the Council to support it also; (3) supports the easements for the installation of rooftop and free-standing solar panels and hopes the Council will also; and (4) stated that a preliminary report of the town's 10 year Plan of Conservation & Development, compiled from the public workshop meeting held on May 22nd, will be posted to the website.

APPROVAL OF MINUTES

June 4, 2013 Regular Meeting

MOTION By Barbara Rossi
 seconded by Eric Thompson
 to **approve** the minutes of the June 4, 2013 Regular Meeting.
 Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Resignation of Eileen Powers

Chair Kehoe stated that Eileen Powers has resigned from the Board of Ethics, the Inland/Wetlands Environmental Commission and the Pension and Retiree Board. Also, Ms. Powers will no longer be a Justice of the Peace. The Chair wished her well on her future endeavors and thanked her for her service to East Hartford.

NEW BUSINESS

MOTION By Eric Thompson
 seconded by Esther Clarke
 to take Item 8 J. East Hartford Housing Authority: US Dept of
 Housing & Urban Development Emergency Safety and Security
 Grant, **out of order** to accommodate those present.
 Motion carried 9/0.

East Hartford Housing Authority: US Dept of Housing & Urban Development Emergency Safety and Security Grant

MOTION By Linda Russo
 seconded by Barbara Rossi

to **adopt** the following resolution:

Whereas, the East Hartford Housing Authority provides housing for people with disabilities and senior citizens; and

Whereas the residents to Miller Gardens and Meadow Hill have expressed concern about public safety in their residences; and

Whereas, the United States Department of Housing and Urban Development has established a grant program for emergency safety and security; and

Whereas, the East Hartford Housing Authority wants to install cameras, other surveillance systems and enhanced communications systems with the East Hartford Police Department in Miller Gardens and Meadow Hill.

Now therefore be it resolved that the East Hartford Town Council supports the grant application of the East Hartford Housing Authority for a United States Department of Housing and Urban Development Emergency Safety and Security Grant to upgrade the security system in these two residential communities and encourages the East Hartford Housing Authority to continue its collaborative efforts with the Town and the Board of Education in this endeavor.

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

At this point, the Council returned to the order of the agenda.

Tentative Agreement between Town of East Hartford and Local 1548 International Association of Firefighters, AFL-CIO:

Approval of Agreement

MOTION By Barbara Rossi
 seconded by Linda Russo
 to **approve** the tentative agreement between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO as outlined in a memo dated June 7, 2013 from Santiago Malave, Human Resources Director, to Marcia Leclerc, Mayor.
 Motion carried 9/0.

Once fully executed, a copy of this contract will follow these minutes.

Contingency Transfer FY 2013-2014 (Firefighters)

MOTION By Barbara Rossi
 seconded by Linda Russo
 to **approve** a contingency transfer in fiscal year 2013-2014 to provide a source of funds to settle the Firefighters' Contract for the years ending June 30, 2012, June 30, 2013 and June 30, 2014 as follows:

From Acct G9600-60201
Contingency Reserve – Contract Negotiations \$965,709

To Acct G5317-60110
Fire Suppression \$965,709

Motion carried 9/0.

Supplemental Budget Appropriation & Fund Balance Transfer FY 2013-2014

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

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE
TRANSFER FOR THE FISCAL YEAR ENDING JUNE 30, 2014 TO FUND THE CONTRACT SETTLEMENT
FOR THE FIREFIGHTER'S CONTRACT**

WHEREAS, the Town of East Hartford and the East Hartford Firefighter's Union have successfully negotiated a successor collective bargaining agreement between the two parties, and

WHEREAS, with respect to the wage portion of the award, the Town must budget for a general wage increase of 2% per year for the fiscal years ending June 30, 2012, June 30, 2013, and June 30, 2014, and

WHEREAS, the Town set aside 1% in the operating budget for the fiscal year 2013-2014 and needs to draw the remaining funding to settle this contract from Fund Balance.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$298,893 from the Town's Undesignated Fund Balance and to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	298,893
G5317-60110	Fire Suppression – Permanent Services	298,893

Funds certified as unobligated and available.

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

MOTION By Esther Clarke
seconded by Bill Horan
to take Item 8 I. 1. & 2. Recommendations from Fees Committee,
out of order to accommodate those present.
Motion carried 9/0.

Circle of Life: Arts for All

MOTION By Ram Aberasturia
seconded Barbara Rossi
to **recommend** that the Town Council approve the lease renewal for Circle of Life Arts for All, Inc. at the property known as 50 Chapman Place in the East Hartford Community Cultural Center, more specifically as follows:

Three rooms on the south-east side of the lower level of the building

(3,404 s.f.) for 2 years, beginning on August 1, 2013, for the cost of \$2.10 per s.f., and ending on July 31, 2015, and with the following stipulations incorporated into the lease:

1. The lease is not transferable
2. No other organization or non-profit may share the space.
3. And further that a copy of the new signed lease be returned to the Fees Committee for retention.

Motion carried 9/0.

Parking Lot: St. Isaac Jogues Church

MOTION By Ram Aberasturia
seconded by Eric Thompson
to **recommend** that the Town Council **approve** the renewal of the lease between St. Isaac Jogues Church and the Town of East Hartford for a parcel of land on the corner of Community Street and Home Terrace used as a paved parking lot, for a term of one year, expiring August 31, 2014, for the amount of \$1.00.
Motion carried 9/0.

At this point, the Council returned to the order of the agenda.

End of Fiscal Year 2012-2013:

Preliminary Year-end Results

Michael Walsh, Finance Director, updated the Council on the positive ending to the 2012-2013 fiscal year. Mr. Walsh indicated that tax collections are strong and the revenue stream is good. Fund Balance is projected to be 8.2%, which is above the benchmark that rating agencies use to value a town's financial stability.

Interdepartmental Budget Transfers

MOTION By Barbara Rossi
seconded by Ram Aberasturia
to **approve** the interdepartmental transfers for fiscal year 2012-2013 consistent with the transfers listed in a memorandum from Finance Director Michael Walsh to Mayor Marcia Leclerc dated June 18, 2013 totaling \$1,942,000 in transfers within the General Fund as follows:

General Fund To Account Number	Name	Amount
G1200-60110	Town Clerk - Permanent Services	15,000
G1300-60110	Registrar's - Permanent Services	5,000

G2200-60110	Corp. Counsel - Permanent Services	85,000
G2500-60110	Youth Services - Permanent Services	12,000
G3800-61461	Finance - Health Insurance	675,000
G5204-60141	Police Operations - Overtime	175,000
G5316-60141	Fire Suppression - Overtime	575,000
G7300-60110	Public Works - Overtime	400,000
	TOTAL	1,942,000
General Fund From		
Account Number	Name	Amount
G1100-63221	Town Council - Printing and Reproduction	5,000
G1200-63133	Mayor's Office - Professional Services	10,000
G2300-60110	Human Resources - Permanent Services	5,000
G2400-60110	Library - Permanent Services	60,000
G3100-63999	Finance - Other	157,000
G4100-60110	Development - Permanent Services	5,000
G6100-60110	Inspections - Permanent Services	10,000
G8100-60153	Park and Rec. - Rec. Leader	190,000
G9510-66411	Debt - Bond Interest (Town)	116,000
G9510-66500	Debt - Note Interest (Town)	280,000
G9600-63903	Contingency - BOE Health Contribution	675,000
G9600-60201	Contingency - Reserve for Neg.	422,000
G9700-63258	Capital Improvement - Energy	7,000
	TOTAL	1,942,000

The funds being transferred are certified as available and unobligated.

Motion carried 9/0.

Supplemental Budget Appropriation & Fund Balance Transfer

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

RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE TRANSFER TO FUND YEAR-END DEFICITS IN THE GENERAL FUND DUE TO HIGHER PUBLIC SAFETY OVERTIME FOR THE FISCAL YEAR ENDING JUNE 30, 2013

WHEREAS, the Town of East Hartford incurred higher levels of Public Safety Overtime than budgeted, and

WHEREAS, the overtime was primarily driven by the collectively bargained minimum staffing provisions of both the Police and Firefighter contracts, and

WHEREAS, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund these costs incurred in these accounts through June 30, 2013.

NOW THEREFORE BE IT RESOLVED, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$500,000 from the Town's Undesignated Fund Balance for the purpose of funding fiscal year 2012-2013 deficits as listed below and does hereby amend the current 2012-2013 fiscal year Operating Budget to reflect the addition of the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	500,000
G5203-60141	Police Administration – Overtime	250,000
G5317-60141	Fire Suppression - Overtime	250,000

Funds certified as unobligated and available.

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

Board of Education Capital Reserve Fund Transfer

MOTION By Ram Aberasturia
 seconded by Barbara Rossi
 that, in accordance with Article 7 §10-38 of the town of East Hartford Code of Ordinances, the Town Council **approve** the Board of Education's request to expend \$500,000 from the Board of Education's Capital Reserve Account for the purposes of funding paving at Pitkin School, bathroom renovations at Hockanum School, renovations at Barnes School, and various landscaping improvements at Silver Lane School, Hockanum School, Sunset Ridge School, and continued renovations at the High School and Middle School consistent with the projects contained in the district's Capital Improvement Plan.
 Motion carried 9/0.

Approval of Sale of Individual Tax Liens

MOTION By Bill Horan
 seconded by Barbara Rossi
 to **approve** the sale of tax liens as listed on the report attached to a memorandum dated June 12, 2013 from Finance Director Michael Walsh to Mayor Marcia Leclerc which lists and enumerates 192 properties, along with the amount of the tax lien for each property and the high bid for each property, resulting from the request for proposal relevant to the tax lien sale and to **award** the high bid for the 192 properties which collectively totals \$1,240,092.91 as follows:

- ❖ VMF TLI, LLC – 182 liens totaling \$1,189,998.46, with a winning bid of \$1,105,642.91; and
- ❖ In Vesta Services, LLC – 10 liens totaling \$129,158.87, with a winning bid of \$134,450.00

Motion carried 9/0.

CRCOG Funding Application – Phase II of the STP Urban System Project:

Tolland Street

MOTION By Marc Weinberg
 seconded by Barbara Rossi
 to **adopt** the following resolution:

RESOLVED: that the East Hartford Town Council supports the Tolland Street Reconstruction Project and the submittal of an application to the Capitol Region Council of Government's Transportation Committee for possible funding.

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

Brewer Street

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

RESOLVED: that the East Hartford Town Council strongly supports the reconstruction of Brewer Street – Phase III and the submittal of an application to the Capitol Region Council of Government's Transportation Committee for possible funding.

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

Park Avenue

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

RESOLVED: that the East Hartford Town Council supports the Park Avenue Pavement Rehabilitation Project and the submittal of an application to the Capitol Region Council of Government's Transportation Committee for possible funding.

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

Approval of Easement Agreements for Rooftop and Free-standing Solar Panels (Council Acting as a Committee of the Whole for the Real Estate Acquisition & Disposition Committee)

Roof Top Panels:

MOTION By Linda Russo
 seconded by **Barbara Rossi**
 that the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee and waiving the disposition requirements contained in Town Ordinances Section 10-19(c), **authorizes** the Mayor to enter into Easement Agreements in the form of the easements presented to the Town Council at this

June 18, 2013 meeting for the installation of rooftop solar panels on the following properties:

1. 50 Chapman Place (EH Community Cultural Center)
2. 1235 Forbes Street (Goodwin School)
3. 31 School Street (Public Safety Complex)
4. 15 Mercer Avenue (Silver Lane School)
5. 110 Long Hill Drive (Woodland School)

Motion carried 9/0.

Free-standing Panels:

MOTION By Linda Russo
seconded by **Barbara Rossi**
that the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee and waiving the disposition requirements contained in Town Ordinances Section 10-19(c), **authorizes** the Mayor to enter into Easement Agreements in the form of the easements presented to the Town Council at this June 18, 2013 meeting for the installation of free-standing solar panels on the following properties:

1. 857 Forbes Street (IB Academy)
2. 52 Farm Drive (O'Brien School)
3. 301 May Road (O'Connell School)
4. 40 Remington Road (Anna Norris School)

Motion carried 9/0.

Referral to Ordinance Committee re: 275 Conn Blvd Billboards

MOTION By Bill Horan
seconded by Linda Russo
to **refer** to the Ordinance Committee the proposal from the owners of the billboards presently located at 275 Connecticut Boulevard to relocate those billboards to 199 Roberts Street, with instructions to review the proposal and make its recommendation to the Town Council, if any.
Motion carried 9/0.

State of Connecticut Department of Transportation: Click It or Ticket, Day & Night Program

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

BE IT RESOLVED: that the Town Council of the Town of East Hartford approves the applying for funding reimbursement to the Department of Transportation under the state's "Click It or Ticket, Day & Night" program.

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

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Terrance Davenport v. Town of East Hartford

MOTION By Barbara Rossi
seconded by Bill Horan
to **accept** Corporation Counsel's recommendation to fully
and finally settle the claim brought by Terrance Davenport,
for the total sum of \$15,000.00.
Motion carried 9/0.

Tyresa N. Deleston v. Town of East Hartford

MOTION By Barbara Rossi
seconded by Bill Horan
to **accept** Corporation Counsel's recommendation to settle
the pending civil court action known as Tyresa N. Deleston
v. Town of East Hartford, Docket No. HHD-CV-13-6038122S,
for the total sum of \$21,000.00.
Motion carried 9/0.

Rebecca Rivera v. Gregory Verallis, et al.

MOTION By Barbara Rossi
seconded by Linda Russo
to **accept** Corporation Counsel's recommendation to settle
the pending civil court action known as Rebecca Rivera
v. Town of East Hartford, Docket No. HHD-CV-12-6027542S,
for the total sum of \$30,000.00.
Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, (1) asked the Council to oppose the proposed state-wide property tax; (2) stated that even though the use of the town's fire trucks for grocery shopping is not in the firefighters' contract, past practice will dictate that it can be allowed; (3) believes that tax lien sales equates to eminent domain; (4) is disappointed that the Council approved the firefighters' contract; (5) asked if the additional \$2M allocation from the state is going to the town or the Board of Education and how will that money be used; and (6) noted that there is a \$2M allocation to the East Hartford Housing Authority to be used for purchasing property and asked if this property will remain taxable.

Mayor Leclerc (1) announced that on June 12th, Officer Todd Mona and K-9 Primo received the Daniel Wasson Award for outstanding police K-9 team or the 3rd time; (2) informed the Council

that recently, a few police officers participated with Youth Services in a mentoring program on the outdoor challenge course; (3) said that mosquito control is ongoing; (4) reminded the Council that the Farmers' Market will start on Friday, June 21st and be located at the Town Green; (5) stated that Riverfest is coming soon, along with Sounds of Summer; and (6) also reminded the Council that the East Hartford High School senior class graduates June 25th.

Rich Kehoe announced that there will be two special meetings – June 24th and June 26th – on the proposed bids for the operation of the East Hartford Golf Course. Chair Kehoe also stated that the proposed \$2M allocation from the state has not been finalized yet.

Ram Aberasturia thanked the Council, the Mayor, the Board of Education and the town's state delegation for the scholarship presented at tonight's meeting to Ryan Gardner, the winner of the Memorial Mile race.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to **adjourn** (10:35 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be on July 16, 2013.

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

Robert J. Beck

2013 JUN 27 A 11:35

TOWN OF EAST HARTFORD

740 MAIN STREET

TOWN COUNCIL CHAMBERS

JUNE 24, 2013

TOWN CLERK
EAST HARTFORD

SPECIAL MEETING – EAST HARTFORD GOLF COURSE

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 Marcia Leclerc, Mayor
Michael Walsh, Finance Director
Billy Casper Golf representatives:
Michael Cutler, Senior VP
Ryan Phelps, Regional Director of Operations
William G. Mudano
Roger Baral

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:10 p.m. He announced the exit locations from the Chamber in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Chair Kehoe stated that the purpose of this meeting was to hear presentations from the bidders of the management of the East Hartford Golf Course and to allow the public to speak on the proposals. Briefly, the Chair explained that the town has owned the golf course for approximately fifty years and has managed it for the majority of those years. After experiencing several years of deficits, the town decided to advertise a Request for Proposal (RFP) to privatize the management of the golf course. In 2007, the town entered into a lease with MDM Golf LLC who is currently the manager of the golf course. In the first couple of years, MDM invested approximately \$1M in improvements to the golf course. However, over the last year or so, MDM failed to follow the terms of the lease regarding timely payments to the town and course conditions. The town renegotiated MDM's contract, but decided, again, to advertise an RFP for a new manager of the golf course.

Michael Walsh told the Council that the town purchased the golf course in the early 1970's using federal funds and therefore, would have an obligation to repay those funds if the town chooses not to utilize that property as a golf course. The last nine years that the town has managed the golf course (through 2007), losses of more than \$1M were incurred. The Golf Course Task Force Committee was formed by Mayor Currey, the result of which was the first RFP – MDM Golf LLC was selected as the new manager of the course. After increasingly deteriorating golf course conditions in 2011 and 2012, Mayor Leclerc

reconvened the Golf Course Task Force Committee to study the issue and make recommendations to the Town Council. The town and MDM signed a revised month-to-month lease and an RFP was issued, which resulted in the two bidders who are present in the Chamber and who will address the Council.

Both of the bid responses are attached to these minutes.

Billy Casper Golf LLC (BCG)

Michael Cutler, Senior VP of BCG and a PGA professional, introduced Ryan Phelps, Regional Director of Operations for BCG and also a PGA professional, stated that BCG operates four golf courses in Connecticut: Country Club of Woodbridge, Lyman Orchards Golf Club (Middlefield), The Golf Club at Oxford Greens (Oxford) and Wintonbury Hills Golf Course (Bloomfield). Mr. Cutler said that of the 140 golf courses that BCG operates nationwide, 80 of those golf courses are municipally-owned. He believes the financial instability that the town is experiencing with the golf course is not unique to East Hartford. BCG's vision for the East Hartford golf course is three-fold: (1) improve the product and the presentation of that product; (2) get the right staffing for the golf course; and (3) competitively market the product.

Mr. Cutler believes that the golf course will lose money the first three or four years before it will financially turn around. BCG's proposal is a "fee for services" proposal in which the town will pay BCG for their services and also be responsible for purchasing maintenance and restaurant equipment and for any operating losses or gains.

At this point, the Councillors posed questions to the representatives of BCG.

William (Billy) Mudano and Roger Baral

Billy Mudano, instrumental in starting the Nutmeg State Games with then State Senator John Larson, and Roger Baral stated that their expertise is in the management of businesses and people, but have no direct experience with managing golf courses. Mr. Mudano's proposal is for an initial seven year lease, with an option to extend. After an initial investment of equipment and capital improvements the town would not be responsible for any operating losses but would potentially share in some of the profits in years three through seven.

At this point, the Councillor posed questions to Mr. Mudano and Mr. Baral.

The Chair opened the meeting to the public for comment:

Bill Sacchi, 47 Prospect Street, is not in favor of keeping MDM as the operator of the East Hartford golf course.

Janet Facer, 36 Chapman Street, president of the East Hartford Women's 9-hole Golf League, stated that many women have left the league due to the poor conditions of the golf course. Ms. Facer stated that increasing fees would not be viable until conditions at the course, and the clubhouse, improve.

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) asked that the Council have another public hearing on this matter to better compare the two proposals; (2) said that specific requirements in the present contract with MDM were not met, such as the posting of a performance bond and the auditing of MDM's financial records; (3) commented that BCG was very honest when indicating that, if the town enters into a lease agreement with BCG, there will not be a good cash flow the first few years of the that lease; (4) questioned if the town or MDM is responsible for the irrigation system at the golf course; and (5) would like a clear comparison of both proposals at the next meeting on the golf course.

Ken LaLiberte, 159 Margaret Drive, South Windsor, president of the East Hartford Men's Golf Club, stated that members in the golf club are leaving due to the poor conditions of the golf course. Mr. LaLiberte stated simply that he wants a better golf course for the members of the men's and women's golf leagues that play the course.

Before adjournment, Chair Kehoe reminded all that there will be another meeting on this issue on June 26, 2013.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (9:45 p.m.)
 Motion carried 9/0.

Attest Angela M. Attenello
 Angela M. Attenello
 Town Council Clerk

Robert J. Beak

2013 JUL -1- A 8:53

TOWN OF EAST HARTFORD

740 MAIN STREET

TOWN COUNCIL CHAMBERS

JUNE 26, 2013

TOWN CLERK
EAST HARTFORD

SPECIAL MEETING – EAST HARTFORD GOLF COURSE

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 Michael Walsh, Finance Director

PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:17 p.m. He announced the exit locations from the Chamber in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

Chair Kehoe took a moment to congratulate the parents and students of the Class of 2013 of East Hartford High School that graduated on June 25th. He specifically was impressed by the demeanor of the students and the singing talent that accompanied the ceremony.

Chair Kehoe stated that this was the second of two meetings dealing with the management of the East Hartford Golf Course and the responses received after a Request for Proposal. While the two bids received varied significantly from each other, both bidders assumed that the town would be responsible for providing up to \$1M in additional investment in the golf course and projected operating losses for the first three to four years. Chair Kehoe explained that the Council would not make a decision this evening, but rather look to expand the town's options by requesting both bidders submit an additional bid that would be for a longer period of time (10-20 years) in return for not requiring any additional funds from the town or to actually sell the golf course to a golf course operator or private entity.

Michael Walsh presented the Council with a 9-year (June 30, 1999 through June 30, 2007) analysis of the golf course operations when the course was run by the town. For the nine years ended June 30, 2007, the total losses for the golf course were \$1,611,262.

The Chair opened the meeting to the public for comment:

Susan Kniep, 44-46 and 50 Olde Roberts Street, (1) agreed with the Chair that the town should consider all of its options for the East Hartford Golf Course, including an extended lease that would contain less liability for the town, more revenue sharing, etc., before making

a final decision; (2) stated that the East Hartford Golf Course is an asset to the town that should be retained; (3) said that it is a matter of record that the town did not meet its responsibilities for the repair of the drainage at the golf course and suggested that, if MDM was aware of that, the current contract MDM has with the town would be null and void; (4) believes that both bidders should be aware that there is a problem with the drainage at the golf course; (5) stated that the town's yearly payment of \$200,000 to the Connecticut Development Authority to repay a loan for a 2006 Brownfield's cleanup on the site of the current Goodwin College should be applied to the golf course to help offset the deficits incurred.

The Council allowed the following individual, who is not a town resident, to speak.

Scott Martin, 314 Ridgewood Road, West Hartford, a Connecticut section PGA Golf Professional – who retained his card this year – and is the Head Golf Professional at Long Hill Country Club, spoke on behalf of MDM Golf LLC, the current manager of the golf course, stating that MDM has done a good job managing the golf course considering the condition that the course was in when MDM first entered into a lease with the town. Mr. Martin asked that the Council to consider the existing contract along with the two bid responses, when considering all the town's options for the golf course.

Janet Facer, 36 Chapman Street, president of the East Hartford Women's 9-hole Golf League, stated that the majority of members in the league are East Hartford residents, and believes that the golf course should not be sold. Additionally, Ms. Facer stated that she feels her tax dollars are best utilized by retaining the course, noting that her taxes also go to services and programs she doesn't use.

Frank Kucza, 87 Greenlawn Street, (1) spoke to the problem with the drainage at the golf course; (2) inquired on the disposition of the equipment that was at the golf course at the onset of the lease with MDM; and (3) suggested that the Council consider all options for the disposition of this property, including a \$4M bond referendum to upgrade the course.


Chair Kehoe said he is hopeful that the additional information asked of the bidders would be available for the public at the July 16th Town Council meeting.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (8:45 p.m.)
 Motion carried 9/0.

Attest Angela M. Attenello
Angela M. Attenello
Town Council Clerk

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: June 19, 2013
TO: Richard F. Kehoe, Chair
FROM: Marcia A. Leclerc, Mayor 
RE: Road Improvement Program Bid Award

We have received and evaluated Bid #13-16, 2013 Road Improvement Project and have determined that it would not be in the town's best interest to accept the lowest bid. I am including documentation to support my decision and I have notified our Corporation Counsel who has assured me that this is an acceptable practice.

VHB did an analysis of the submissions and noted their concerns in a letter addressed to the town and as you can see, these issues appear to be significant enough for us not to accept the lowest bid.

We have had problems in the past, therefore, it is important that we are sensitive to the contracting of businesses to ensure that we have qualified work performed in our town.

C: Members of the Town Council
D. Horan, Town Engineer
N. Casparino, Civil Engineer
M. Enman, Purchasing Agent



RECEIVED
JUN 11 2013
TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

MEMORANDUM

DATE: June 11, 2013
TO: Marcia A. Leclerc, Mayor
FROM: Tim Bockus, Director of Public Works
RE: Committee of Award

In accordance with Section 10-12 of the Town Ordinances, a Committee of Award meeting has been scheduled for Wednesday, June 12, 2013 at 3:30 P.M. in your office. The committee will consider the award of contracts for the following:

- Bid #13-16 2013 ROAD IMPROVEMENT PROJECT

Thank you.

Cc: Michael P. Walsh, Finance Director
Michelle Enman, Purchasing Agent
Denise Horan, Town Engineer
Nick Casparino, Civil Engineer
Robert Pasek, Town Clerk

TO: Tim Bockus, Public Works Director

FROM: Nick Casparino, Civil Engineer *NJC*

DATE: May 31, 2013

RE: 2013 Road Improvement Project
Bid No. 13-16
Bid Evaluation and Recommendation

The Engineering Division has reviewed the bids for the two lowest bidders on the project. Morais Concrete Services, Inc. of Springfield, MA submitted a bid in the amount of \$3,445,280.20 to resurface approximately 3.7 miles of locally maintained roadways. Vanasse Hangen Brustlin, Inc. (VHB, Inc.) developed the bid documents for the project and also completed an evaluation of the bids submitted by the two lowest bidders on the Town's behalf. (see attached evaluation) The following factors and concerns noted by VHB, Inc. were utilized to complete the bid evaluation.

1. Price
 - a. The bid submitted by Morais Concrete is \$454,210.30 lower than the second bidder and \$332,559.40 lower than the Engineer's estimate.
 - b. The unit prices submitted indicates unbalanced bidding of some of the elements. Elements such as Maintenance & Protection of Traffic and Trafficperson (uniformed flagger) are significantly lower than the other bidders and the engineer's estimate. The unit price for 0.375" Superpave Level 2 is significantly higher than the other bidders and the engineer's estimate. The price bid for MP&T appears insufficient to provide the necessary services required in the specifications. Attached is information that notes all of the unit prices which are different than anticipated.
2. Compliance to specifications
 - a. Morais Concrete did not include the written words for unit prices for Trafficperson (Uniformed Flagger), Maintenance & Protection of Traffic and Mobilization as required. No mathematical errors were identified. The item indicates a lack of thoroughness / attention to detail.
 - b. The reference check of the Contractor's work have raised concerns about the Contractor ability to meet the specifications including but not limited to the following:
 - 1) Proper Supervision – section 6.01
 - 2) Control of Subcontractors – section 6.06
 - 3) Shop drawings, Submittals, Invoicing, etc.
 - 4) Coordination – section 7.02
3. Past performance
 - a. The Contractor did not provide references for projects similar in size to the 2013 Road Improvement Program. The value of past projects ranged from a high of \$1,307,630 (active project) to a low of \$98,970. Only one other project completed by the Contractor exceeded \$1 million in value (\$1,057,135.20). The Town's project is much larger than any project the

- Contractor has managed to date and give us concern that the bidder's level of experience is not consistent with the demands of a project of this type.
- b. Quality noted in reference checks indicate the work was "satisfactory", "okay" or workmanship was described as "fair at best".
 - c. Coordination with subcontractors and utility companies was noted as "poor", "did not properly coordinate with subcontractors" or "does not properly coordinate with subcontractors and utilities".
 - d. Paperwork / invoicing were noted as a weakness on two of the projects. Issues with accuracy and lack of timeliness were noted. Improvement on these types of issues was noted on one of the project.
 - e. Incorrect / deficient work was identified on multiple projects. Problems with incorrect drainage invert elevations, formwork issues, improper location / layout of work and work not meeting the specifications were noted on the various projects.
4. Financial Resources
- a. The Contractor's Contract Revenues for 2012 = \$3,823,735
 - b. The Contractor's Contract Revenue for 2013 = \$4,194,016
 - c. The Contractor's data indicates that the following two projects are in progress. Work at Orchard Hill Elementary School, South Windsor (value = \$287,066.50) and Intersection Improvements – West Main Street, Meriden (value = \$1,307,630.00) According to information submitted by the Contractor both of these project are in the late stage and will be substantially complete in the near future.
 - d. The Town's project alone will be \$3,445,280.20. The cost of the East Hartford work and the contractor's back log of work identified as part of the references will approach the total value noted in 2012 & 2013.
5. Experience – The Contractor has completed similar work to the Town's project but has not managed a project that is close in scale to the Town's project. (see attached data)

Recommendation

The main concerns raised by the evaluation include the unbalancing of unit prices, lack of similar scale projects, quality of work, inadequate coordination of subcontractors / utilities, issues with paperwork and finished work that did not meet the bid specifications. The ability of the company to provide the necessary resources for the project is also a concern.

Quality of the work is an element that the Town is always looking to achieve on all of our projects. The Town has limited resources to address the overall roadway network. The pavements being constructed are normally for a 20 year design life. Poor quality paving can result in shorter life and the program can not afford to revisit these pavements within the next 20 years for other than preventive maintenance activities.

The construction administrative / inspections costs of the projects are impacted by the quality of the Contractors being utilized. The construction administration / inspection cost are based on a time & material basis. On projects with Contractors that have had

similar issues as those noted above, have historically led to increased costs on the inspection end of the project. Multiple reviews of submittals, inefficient operations, need to complete corrective actions all result in increased construction administration / inspection time and ultimately the Town's costs.

VHB, Inc. has reviewed Tilcon Connecticut, Inc.'s bid and their analysis give us comfort that Tilcon has the ability, resources and required expertise to complete the project. Based on the facts outlined in the memo, the Engineering Division does not recommend the project be awarded to Morais Concrete Service, Inc. Our recommendation is that the project be awarded to Tilcon Connecticut, Inc. Tilcon's bid for the project is \$3,899,490.50 (\$454,210.30 higher than the low bidder). The Engineering Division believes that Tilcon is the lowest responsible bidder as defined by the Town's ordinances. Tilcon has successfully completed 4 similar projects for the Town of East Hartford on the Road Improvement Program since 2004 which range in value from \$2.180 million to \$4.687 million. The evaluation of Tilcon and associated documentation is attached.

xc: Denise Horan, Town Engineer

bid eval 052313

**CHAPTER 10. Finance
and Taxation**

Sec. 10-7 Bidding
Procedures

Sec. 10-7 Bidding
Procedures

amounts as shall be prescribed in the public notice inviting bids. The bids shall be opened in public at the time and place stated in the newspaper notice. A tabulation of all bids showing the name of the bidders and amounts of bids and indicating in each case the successful bidder, together with the originals of all sealed bids and other documents pertaining to the award of contracts, shall be preserved for not less than six (6) years in a file which shall be open to public inspection.

- (b) The Purchasing Agent shall confer with the Director of Public Works and the Town Engineer at the time the bid specifications are written to determine if a guarantee of performance will be required. If a guarantee of performance will be required, such information shall be included in the notice of invitation to bid. The guarantee of performance may take the following forms, but is not limited thereto: performance bond, certified check or letter of credit.

Sec. 10-10. Awarding a Contract.

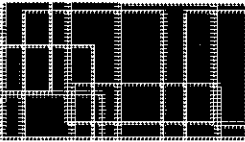
(a) The Purchasing Agent shall accept the lowest responsible bid that is in the Town's best interest. In determining the successful bidder, the Purchasing Agent shall consider, but is not limited to, the following factors: price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

(b) The Purchasing Agent shall have the power to reject any or all bids or the bid for any one or more commodities or contractual services thereby and to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the Purchasing Agent may purchase the commodities for contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service. When not accepting the lowest bid, the Purchasing Agent shall, prior to notifying any bidder, notify the Mayor and provide any and all reasons for rejection of the lowest bid. The Purchasing Agent shall thereafter notify the Town Council and likewise provide any and all reasons for rejection of the lowest bid. Such notification shall appear on the Council agenda under Communications to be officially accepted into the minutes.

(c) A contract shall be awarded only in accordance with the specifications given in the notice of invitation to bid. If prior to the award of any contract, the bid specifications are altered and are consequently different from those specifications listed in the notice of invitation to bid, the Purchasing Agent shall reopen competitive bidding and, in so doing, shall follow the notice requirements of Section 10-8 above.

October 2, 1992

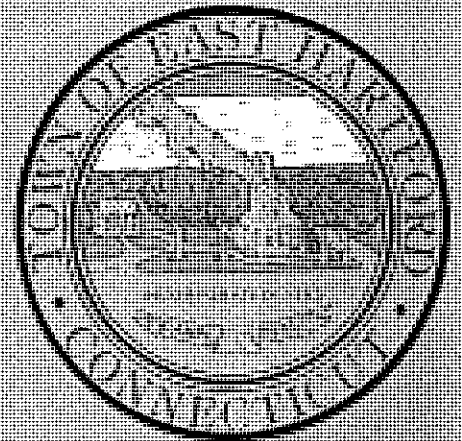
(d) The Town shall not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation in which the bidder owns an interest is delinquent in tax obligations to the Town. The Purchasing Department shall verify that no delinquent taxes



JUNE 18, 2013

East Hartford Public Schools

STATE OF THE SCHOOLS REPORT



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Report Overview



Dear Reader,

As the public school system for the Town of East Hartford, East Hartford Public Schools' (EHPS) vision (draft-pending Board of Education approval) speaks of developing schools that are the pride of our community. Our mission dictates an insistence on the delivery of a high quality learning experience for every child, every day and a firm commitment to the concept that our actions, efforts and shared work have the opportunity to transform a student's life. Through the systemic process of strategic planning, implementation and accountability we will achieve mission success.

This State of the Schools Report is designed to give a brief overview of core work that the district has engaged in throughout the course of the 2012-2013 school year. It is a summary snapshot of key accomplishments, preliminary data and projections for organizational next steps. Please note that further detail or information is available from the Office of the Superintendent upon request.

Thank you for your continued support of the children of East Hartford,

Jeffrey A. Currey
Board of Education Chairman

Nathan D. Quesnel
Superintendent

REPORT FORMAT

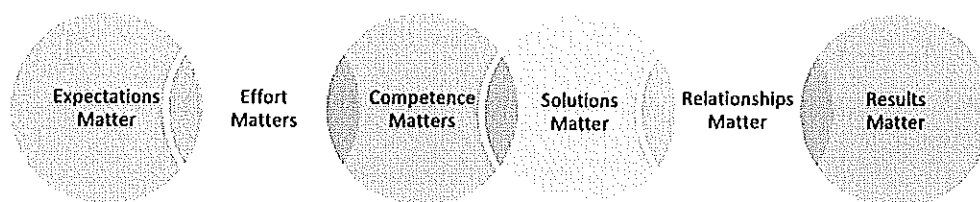
This report has been organized into five separate components that best categorize the work of the district. While the five categories are presented in separate components of this report, it should be acknowledged that no work is done in isolation or without context within the entire process of district improvement.

- **District Strategy:** The purpose of this segment is to provide a framework of the developing vision, mission and expectations for EHPS. Please note that due to the time frame within this report has been presented, the EHPS Vision is in draft format pending BOE approval.
- **District Overview:** The purpose of this segment is to provide a snapshot overview of the context of the work in EHPS. This segment includes demographic information, school infrastructure map and district internal organizational framework.
- **Academic Programming:** The purpose of this segment is to provide a brief description of core academic work and programming designed to improve and grow student achievement.
- **Operations:** The purpose of this segment is to provide a bulleted list of budgetary processes and infrastructure work that has been a part of the current school year.
- **Culture and Climate:** The purpose of this segment is to provide a summary of the work completed and initial data findings regarding district climate and culture. This includes data collected from annual surveys, and updates regarding school level discipline

District Strategy

Developing a compelling and actionable strategy for district growth and improvement has been a major area of focus for our Board of Education (BOE), Superintendent and District leadership team. We firmly believe in the concepts of careful planning, aggressive implementation and system wide accountability. To this end, we have identified our core beliefs that will drive all district work and have used these beliefs to develop a refreshed and revitalized vision and mission. Using the data we have collected regarding student achievement and current status, we have designed six core goals that will propel East Hartford forward to the year 2015. Please note that our district vision statement is still in draft form as it is pending BOE approval.

EHPS CORE BELIEFS



We Believe Expectation Matters: We believe our expectations set the bar for performance throughout all district levels. We expect all children to reach their fullest potential as learners and achieve career or college readiness. We achieve our expectations through a commitment to goal setting, high level adult performance, relentless support and continual adherence to system wide accountability.

We Believe Effort Matters: We believe as leaders, our efforts set the tone, concept and work ethic of the district. We demonstrate effort through our daily actions, our willingness to solve problems and our relentless commitment to excellence.

We Believe Competence Matters: We believe as leaders, our personal level of expertise is a relative concept that must continually grow and improve. We are committed to personal growth, to challenging our areas of current weakness and to emphasizing our current areas of comfort and strength. We model for our district what it means to be life long, committed and growing learners.

We Believe Solutions Matter: We believe as leaders, our approach to all challenges must be a solution based mindset. We demonstrate this approach by addressing all challenges with optimism, creativity and an insistence that a solution is available to us. We model this approach to our district by refusing to complain, by refusing to give up and by always being willing to take another look.

We Believe Relationships Matter: We believe that the relationships we share with each other, within our departments and within the district make the difference in getting the results we want. We model strong relationships based on honesty, loyalty and a commitment to working together.

We Believe Results Matter: We believe that our success as a team and our success as individuals are measured by tangible results. We demonstrate this belief by knowing our current level of performance, setting realistic goals and holding ourselves accountable on a regular basis to these goals.

VISION, MISSION AND EXPECTATIONS

EHPS Vision: Schools that are the Pride of our Community

EHPS Mission: To deliver a high quality learning experience for EVERY CHILD, EVERY DAY.

EH15 STRATEGIC EXPECTATIONS: *Our expectations are informed by our beliefs and designed for mission success.*

East Hartford Public Schools' Theory of Action:

If East Hartford Public School Educators set high expectations for personal and student achievement, align systems and operational efforts, ensure that every classroom is led by a highly competent educator who is in turn led by a highly competent administrator,

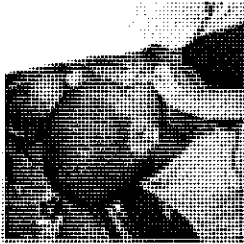
Then East Hartford Public Schools will deliver a high quality learning experience for all students resulting in continuously improving academic achievement.

East Hartford Educators will...

Descriptor

Expectation 1	Expect student achievement	Expect academic achievement for every child and close achievement gaps both within district subgroups as well as in relation to state level performance measures. Success on this expectation will be measured by meeting the growth indicators in relation to school and district performance Indicators and through a listing of completed core work.
Expectation 2	Align system and operational efforts	Align the core efforts and work of all district systems through vision, planning, and uniform implementation. Alignment includes the strategic allocation of financial, human and infrastructure capital to support the district improvement plan. Success on this expectation will be measured by a listing of completed core work.
Expectation 3	Foster talent and competence	Ensure that all classrooms are led by a highly competent educator who is in turn led by a highly competent administrator. Success on this expectation will be measured by data collected through the implementation of our evaluation systems tracking the growth of system competence. Additional data collected from our district professional development surveys will be used to evaluate the effectiveness of our staff training and support.
Expectation 4	Nurture a solution based culture of safety and engagement	Develop school environments characterized by a safe and nurturing climate. In alignment with the district PBIS model, focus the actions of adults and students on teaching the values of respect, responsibility and positive leadership across schools. Success on this expectation will be measured by a listing of core work completed regarding school safety measures, as well as meeting the growth indicators listed in relation to reducing student disciplinary infractions. In addition, success will be measured through an analysis of student and teacher district climate surveys.
Expectation 5	Build family and community relationships	Cultivate trusting, open relationships with parents and families that celebrate diversity and are marked by multiple interactions of communication and discourse to support children. Success on this expectation will be measured by meeting the growth indicators in relation to areas of focus and through a listing of completed core work.
Expectation 6	Insist on Results	Insist on a results based culture of continual improvement through data informed decision making across all district, school, department and classroom systems. Success on this expectation will be measured by meeting the growth indicators in relation to data team efficiency rubrics as well through a listing of completed core work.

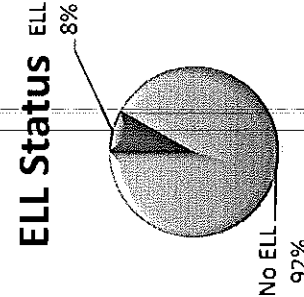
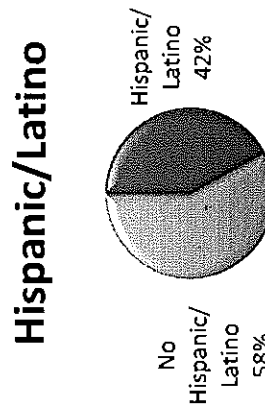
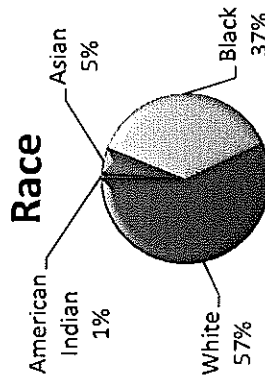
District Overview



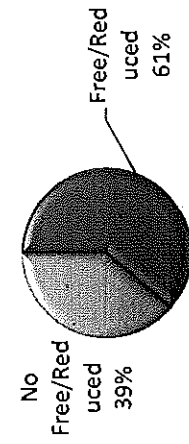
EHPS celebrates the opportunity to serve a diverse and vibrant student body that walks through our school doors and constitutes the greatest kids in the State of Connecticut. Our students represent our town and together form the EHPS family. Our district infrastructure alignment of 16 schools provides families choices and options of how to best meet their child's and family's needs. In addition, significant work has been engaged in throughout the 2012-2013 school year to restructure district leadership organizations. Through the restructure process of the Teaching and Learning Division, EHPS believes that it is poised to accelerate growth and radically pursue the transformation necessary to achieve the success of its vision.

THE STUDENTS WE SERVE

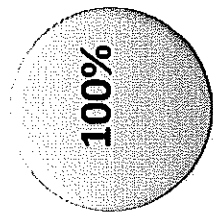
EHPS is committed to serving the families and children of our town. Our schools reflect the rich diversity of our community which is a source of strength and celebration.



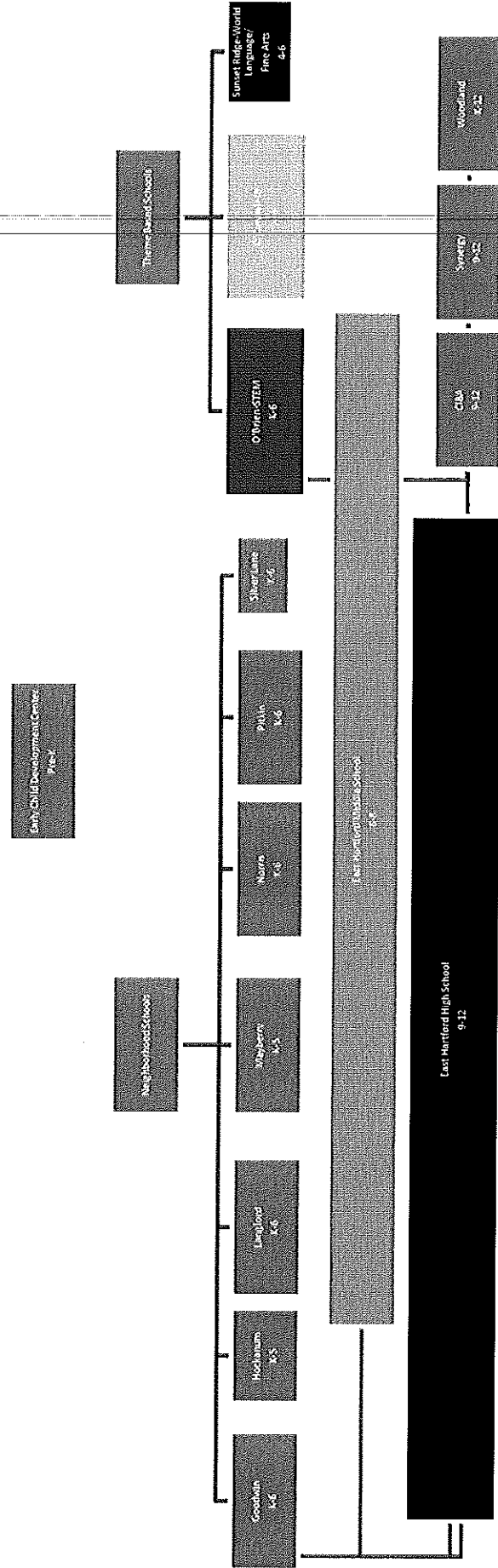
Meal Status



Great Kids



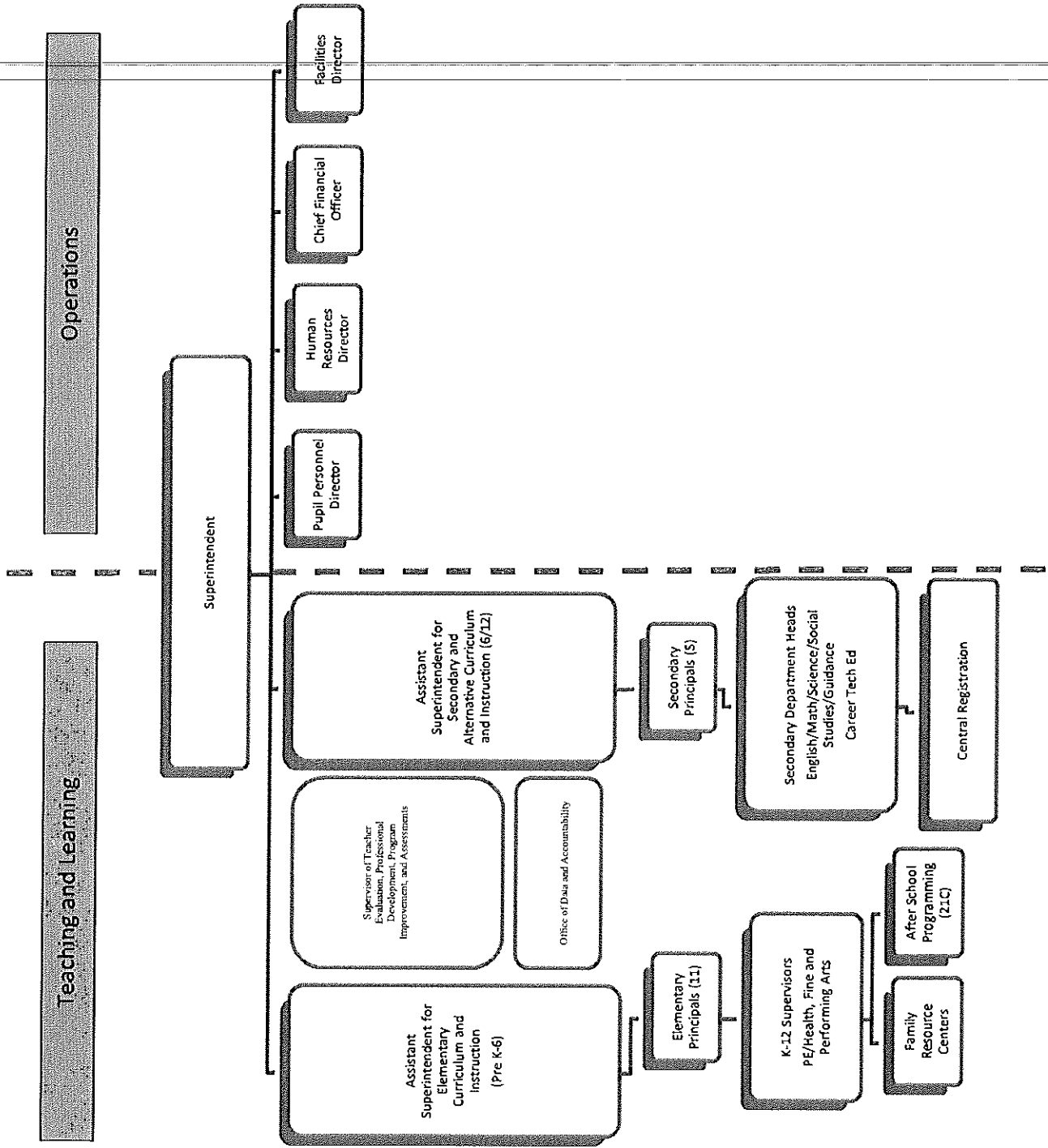
SCHOOL ORGANIZATION



DISTRICT STRUCTURE DEFINITIONS

- Neighborhood Schools
East Hartford Public Schools proudly offers all elementary students and parents the opportunity to attend a neighborhood school. Centrally located in close proximity to your home, neighborhood schools pride themselves in unique and frequent opportunities to engage and involve parents and families in their child's education. By providing students with high quality curriculum and instruction centered on the Common Core State Standards and a universal experience in both art and music, neighborhood schools offer our families the unique experience of a community school.
- Theme Based Schools
Introduced over the past three years to the East Hartford Public School System, Theme Based Schools provide elementary students and parents the opportunity to attend an elementary school organized around a key theme or concept. At the theme schools, *learning is focused on the Common Core State Standards while integrating the specific school theme of fine and performing arts and world languages, science, math and technology or the International Baccalaureate concepts for global learning into daily lessons. Like the neighborhood schools, theme school students are provided with health/physical education and music and arts instruction.*

CENTRAL OFFICE RESTRUCTURE



Academic Programming



The core mission of EHPS is to deliver a high quality learning experience to every child, every day. To this end, the district has engaged in extensive academic programming work designed to promote, enhance and refine the quality and ability of our schools to serve our students.

Our core academic work represents an impressive list of projects that have engaged our administrators and teachers throughout the course of the 2012-2013 school year. In addition, we have continued as a district to develop the concept of developing choices for our families in the development of theme and revitalized neighborhood schools. We eagerly await the results of achievement data that will be posted in July from the 2012 Connecticut Achievement Tests.

CORE ACADEMIC WORK

- Alliance Plan Development and Implementation
- District Improvement Plan Implementation
- Connecticut Kindergarten-Grade 3 Literacy Initiative (CK3LI)
- Extended Day/Time Collaborative @ O'Connell School
- Candidate School Process International Baccalaureate School O'Connell School
- Common Core State Standards (CCSS) Curriculum Development and Adoption
- Smarter Balance/CCSS Practice Assessments
- Teacher Evaluation and Professional Development Plan
- Administrative Evaluation and Professional Development Plan
- Professional Development Implementation/Calendar
- Quality Review (QR) Partnership with CSDE
- Instructional Rounds
- Special Education Programming
- District Pipeline Development

DISTRICT IMPROVEMENT PLANNING

EHPS educators focused efforts and aligned systems this year through a systemic planning and implementation process. This year, our District Data Team (DDT), refreshed and revitalized our District Improvement Planning process to focus on aligned planning and routine reporting. Our core strategies for this year's plan were the following high leverage work areas:

- Curriculum and Instruction
- School Climate
- Data Teams

In addition to the progress and growth that was made on the school level on this systemic work, the DDT engaged in a process of developing and revising the plan to better meet the current needs of the district.

CONNECTICUT KINDERGARTEN-GRADE 3 LITERACY INITIATIVE (CK3LI)



The Connecticut K-3 Literacy Initiative (CK3LI) provides a specific opportunity for five selected elementary schools to receive intensive reading assessment, instruction, and intervention support for students reading below proficiency. For the 2012-2013 school year, Norris School was selected to be a part of this program after a rigorous application process. As part of the initiative, Norris received the support of one external literacy coach and four reading interventionists as well as the CK3LI Leadership and Coordination Team to guide (a) individualized diagnostic pre-implementation assessment of existing reading assessments, instruction, interventions, and practices; (b) embedded, high intensity professional development support based on pre-assessment results; (c) modification and/or adoption of scientifically research based literacy practices and supports (e.g., assessment, core classroom instruction, supplemental intervention); and (d) evaluation of implementation fidelity and student progress.

In partnership with the Connecticut State Department of Education and the Center for Behavioral Education and Research (CBER) in the Neag School of Education, University of Connecticut this program has great potential in regards to intervening and closing the achievement gap for students at Norris School. While preliminary data collected at the time of this report is positive, a thorough analysis will be conducted based on student performance on the 2012 CMT.

EXTENDED DAY/TIME COLLABORATIVE @ O'CONNELL SCHOOL

In the fall of 2012, O'Connell School was selected to join a new, multi-state initiative called the TIME Collaborative. This effort, in partnership with the Ford Foundation, the National Center on Time & Learning (NCTL) the Connecticut State Department was designed with the premise of creating a better and stronger school day and year with more learning time.

Throughout the year, EPHS educators worked to explore what a redesigned school day and/or year could look like for our school community. Important aspects of how our current school day could be enhanced with more time, such as improving our literacy and math programs and providing more enrichment options such as athletics, music, health programs and the arts were all considered. Through a collaborative process that involved bargaining unit participation, parent feedback and teacher support, O'Connell school will be moving towards a schedule that offers 300 additional hours for all students in grades 3-6. This schedule will greatly enhance the concepts of the IB theme development and provide a high quality learning experience for students.

A CHOICE BASED SYSTEM

East Hartford Public Schools (EHPS) is firmly committed to working together with our children and families to provide a world class educational experience designed to challenge and push all students to their fullest potential. EHPS believes in the opportunity of choice and engagement of a student and parent in education and offers families several options in their educational experience at all levels.

CURRENT PROGRAM DESCRIPTIONS

Neighborhood School Program Description: The Neighborhood School Program showcases an exemplary approach to education focused on the relationship of the school to the community with which it is most closely geographically associated. East Hartford Public Schools proudly offers all elementary students the opportunity to attend a neighborhood school that is centrally located in close proximity to the home of the families it serves. Neighborhood schools pride themselves in unique and frequent opportunities to engage and involve parents and families in their child's education. By providing students with high quality curriculum and instruction centered on

the Common Core State Standards and a universal experience in both art and music, neighborhood schools offer our families the unique experience of a community school.

Arts and World Language Program Description: The Arts and World Language Program started at Sunset Ridge School in the Fall of 2010. This program was designed to challenge children to learn using higher-order thinking and arts integrated activities with a rigorous curriculum based on the state and national standards. In addition to their academic work, this program expects all students to play a musical instrument. This program provides multiple opportunities for performance including world drumming, band, orchestra and student participation in production companies centered on visual arts, dance and drama. In addition, students study Chinese and Spanish throughout their time in the program. The goal is to promote high level learning through robust and rich experiences in language and the arts.

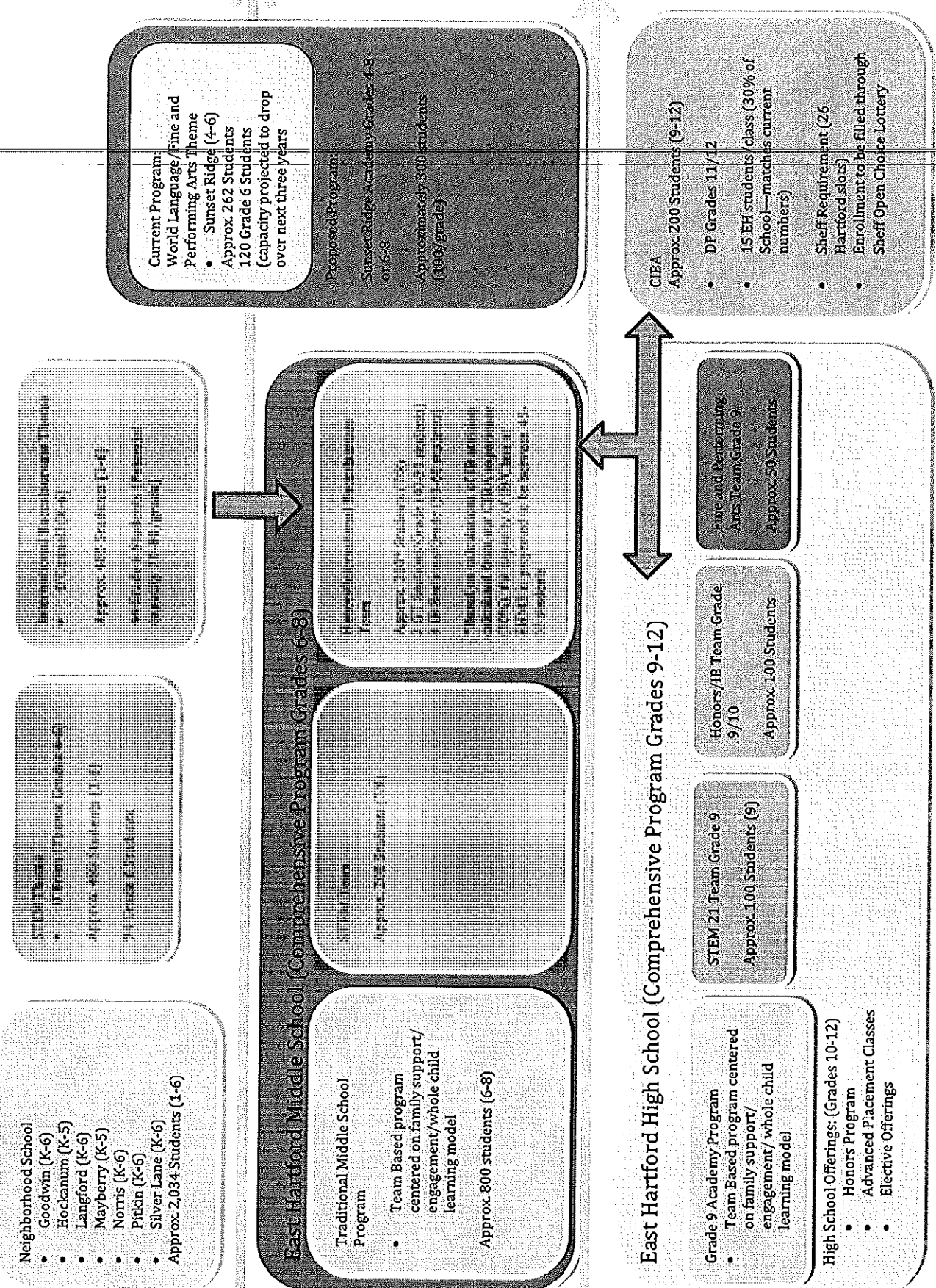
STEM Program Description: The Science, Technology, Engineering and Mathematics (STEM) Program is based on a curricular design that merges four disciplines into a single theme focus. Through this lens, students are engaged in high level thinking and problem solving as they explore and ask questions about their world and gather and reflect on information using an inquiry-based process. Through an interdisciplinary approach to learning where rigorous academic concepts are coupled with real-world lessons, students make connections between school, community, work, and global enterprise. The STEM Program started at Robert J. O'Brien STEM Academy in 2011-2012 as a program open to all East Hartford students in grades 4-6. Technology is used in all subjects to increase student engagement and learning. Additional opportunities are provided beyond the classroom and in afterschool programs that support the STEM theme of the program.

IB Program Description: The International Baccalaureate (IB) is a group of three educational programs as established by the International Baccalaureate Organization (IBO). These programs include the Primary Years Program (PYP) for pupils aged 3 to 12, the Middle Years Program (MYP) for pupils aged 11 to 16 and the Diploma Program (DP) for pupils aged 15 to 19. The International Baccalaureate aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. To this end the organization works with schools, governments and international organizations to develop challenging programs of international education and rigorous assessment. These programs encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right. The IB Program was first implemented in EHPS in 1999 at EHHS, which later became CIBA. Since this inception, our Inter-district Host Magnet School has been recognized on a state and national level as being a magnet school of excellence. In the Fall of 2012, EHPS expanded this concept by applying for PYP certification at O'Connell School. While certification is not expected until the Spring of 2014, this new offering provides East Hartford students a rigorous and desirable option in their school choice menu.

PROGRAM PIPELINE DEVELOPMENT

In response to EHBOE's previous direction and leadership to develop theme based programs at the elementary level, this year the district has worked in the design and planning stages to develop a K-12 continuum of programming for students to access the curriculum, skills and interests throughout their educational experience. To this end, program pipelines are in the process to be established within existing schools that enhance the offerings, choice and attractiveness of our district. This planning work began with the EH15 committee during the fall of 2012 and continues to evolve and grow as new concepts are developed and explored. Our district goal is to provide our students and families with outstanding school and program choices that are marked by achievement, innovation, engaging curriculum and high quality staff. Program pipelines in the district are intended to allow a student to continue with a single theme at the three levels of educational setting (elementary, middle and high).

EHPS PROGRAM PIPELINE MAP



AWARDS AND RECOGNITION

Through the continual efforts of students, teachers, parents and administrators, EHPS has been continually recognized throughout the year by various organizations for various honors and awards. The list below represents a fraction, at best, of the honors and awards that have been awarded to the district, schools, staff and students.

District Awards

- Top Work Place 2012
- Healthy U.S. School Challenge Food Service Award at all elementary schools

School Awards

- East Hartford High School Peace Forum in April 2013
- CIBA recognized by the Guild of IB Schools as providing an "Exemplary International Baccalaureate Education" for students
- CIBA recognized by Newsweek and Washington Post as #2 in New England and #1 in Connecticut
- CIBA recognized as a Magnet School of Merit
- Synergy School Awarded the Heisman Grant Award
- EHMS awarded the New England League of Middle Schools (NELMS) Spotlight Award as a school of excellence
- EHMS awarded GEAR UP Award by MCC
- O'Brien awarded grant for students from UCONN to work with struggling readers
- Sunset Ridge School received a grant from the College Board and the Asia Society to continue the partnership with a sister school in China
- O'Connell School- Excellence in Diversity Education awarded by The Discovery Center
- Norris School awarded *Connecticut Kindergarten through Grade Three Literacy Initiative (CK3LI)* Grant, (One of Five Schools Awarded this grant in the State)
- Silver Lane School was awarded \$500 grant from Exxon Mobil and Target for academic support

Staff Awards

- Teneshia Baker was the CT State Para Educator of the Year
- Emil Kopcha honored by EH Chamber of Commerce with an Education Partner Award and the Friend of Youth Award from the East Hartford Youth Services Community based organization
- Jenny Correa was honored as a key note speaker for the annual Junior Achievement Breakfast
- Christine Denecour was selected as EHPS Teacher of the Year
- Anne Marie Wickersham was selected as EHPS Para of the Year
- East Hartford High School teacher Dennis Rugar was awarded a fellowship to study Abraham Lincoln this summer in Springfield, Illinois

Student Accomplishments

- First place in Student Innovation Expo and "Most Outstanding Project Proposal"
- 2 EHHS students were awarded EH Woman's Club scholarships
- 3 O'Brien students won awards at the CT Invention Convention
- 2 EHHS students performed at the All State Music Festival
- 9th Grade Cyber Challenge Team-2nd Place in May 2013
- 6 Sunset students were honored by CAS for their outstanding art and music talent at the CAS Banquet at the Aqua Turf
- 4 Sunset students participated in the Elementary Honors Choir at the State of CT Music Convention with one student making it to the Northern Region Music Festival.
- Two Norris students were recognized for Art Excellence at the "Art at the Capitol" program
- Two Norris students recognized at the Connecticut Association Schools Fine Arts Awards

Operations

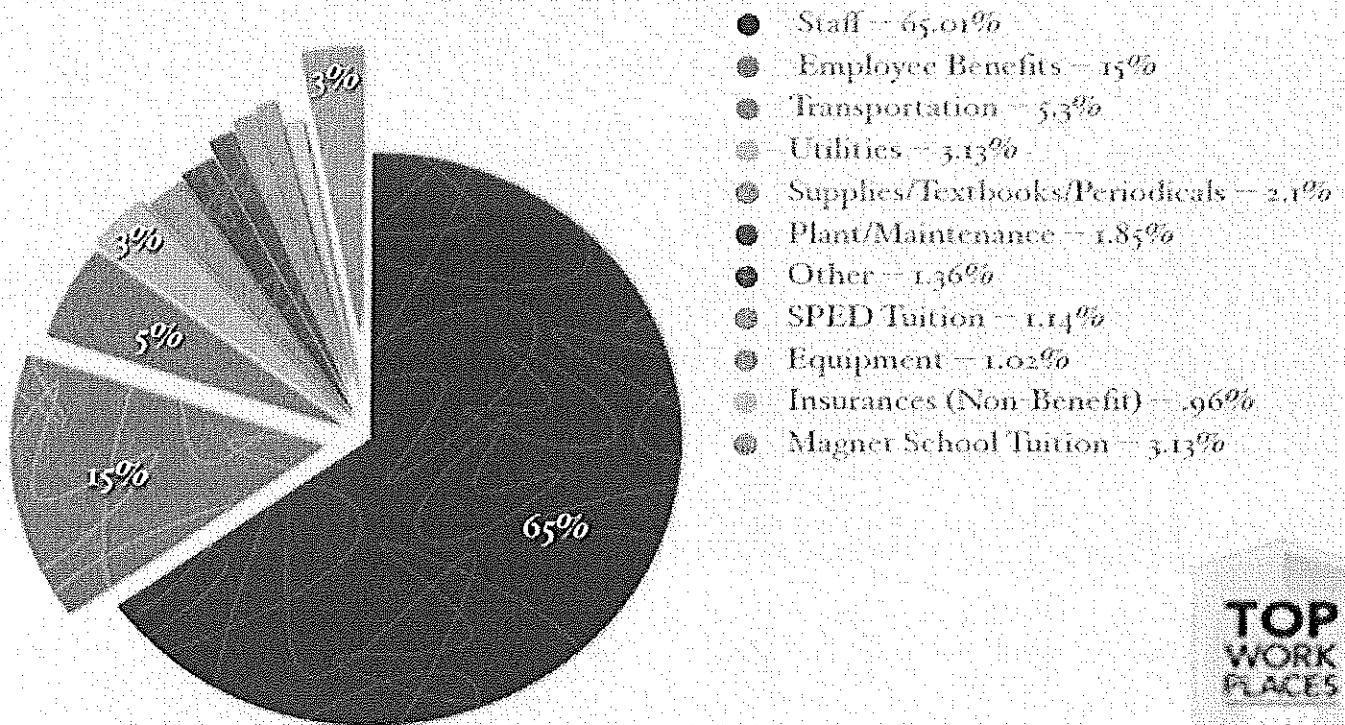
Managing, maintaining and developing district financial and infrastructure assets is key in the core work of EHPS to provide a high quality educational experience to every child, every day. We continue to align our operations efforts in a tightly coordinated and aligned system that centers on both long range and short term planning. Center to the work of operations is the development and management of the annual district budget as well as infrastructure maintenance.

BUDGETARY PROCESS

Developing a fiscally prudent and conservative budget while providing the resources for district development continues to be a core function of EHPS. As a current service proposal, our budget proposal represented a 5.4% net increase. Due to positive realizations in our insurance benefits, energy costs, district revenue sources and the support of our Mayor and Council, we will deliver on the services and programming that are key to providing our students with a high quality learning experience. In addition, we continue to seek and leverage alternative funding abilities that can be used to enhance our current operations. Our success in securing and managing these funding sources has proven to be a crucial measure in difficult financial times.

Superintendent's Proposed Budget	BOE Adopted Budget	Council Approved Budget
\$90,465,883	\$90,465,883	\$87,266,419

Board Proposed Budget



ALLIANCE FUNDING

Alliance District Program Overview:

Public Act 12-116 created the Alliance District program with the goal of providing new resources to the districts in greatest need – provided they embrace key reforms to position their students for success.

To achieve this, the law establishes a process for identifying 30 Alliance Districts – the districts with the lowest district performance index scores statewide – and allocates to these districts \$39.5 million in increased Education Cost Sharing (ECS) funding in the upcoming fiscal year. Each district's receipt of its designated allocation is conditioned upon district submission and Connecticut State Department of Education's approval.

Alliance District Plans are locally conceived, evidence-based reform plans that propose detailed initiatives for improving student achievement. Plans describe reform activity over the entire five-year period of the Alliance District designation and include specific, multi-year objectives and performance targets. The CSDE reviews each Plan on an annual basis, and approves plans that align with the goals of the program. Approval of plans in years two through five will be predicated upon progress towards the described performance targets, among other factors.

East Hartford Public Schools Alliance Plan

Of the allocated ECS funding, East Hartford Public Schools received \$1,714,744 through application approval of a strategic implementation plan. This plan represents a thoughtful and aggressive approach to reducing the achievement gap in East Hartford and significantly improving the quality of education we offer to all students. This plan represents a combination of new and existing initiatives, many of which already exist in the proposed 2011-2014 District Improvement Plan. For the purpose of this targeted plan, focus was placed on the following key district initiatives that mirror suggested actions from the CSDE:

1. Common Core: Creating a strong foundation for student success through teaching and learning,
2. PreK-3 Literacy: Enhancing foundational programs in literacy, and
3. Talent Development: Building the Capacity of teachers and leaders of EHPS to ensure student success.

KEY DISTRICT INITIATIVE: Common Core: Creating a strong foundation for student success through teaching and learning

East Hartford Public Schools realizes the critical importance of strong, aligned curriculum, effective instruction, and tiered intervention in the district-wide implementation of the common core. The district's teachers will have access to job-embedded professional development, new classroom materials, and access to the district for support.

Beyond the work of aligning the curriculum, EHPS extended its summer school program for students that are in need of the most support. This work directly aligned with the Commissioner's initiative of "additional learning time, including extended school day or school year programming." In addition, this key district initiative called for the hiring of personnel to implement high quality intervention in mathematics, literacy and bi-lingual/ESL. These staffing additions have considerably strengthened district ability and capacity to improve student access to a high quality educational experience.

KEY DISTRICT INITIATIVE: PreK-3 Literacy Initiative

The Commissioner of Education references "strengthening the foundational programs in reading to ensure reading mastery in kindergarten through grade three with a focus on standards and instruction, proper use of data, intervention strategies, current information for teachers, parental engagement, and professional development for teachers." EHPS believes that the district wide initiatives that include professional development and coaching support for teachers, the collaboration between private and public Pre-K providers and kindergarten teachers, and the K-3 Literacy Initiative with the University of Connecticut at Norris Elementary School, along with school based initiatives in its focus and review schools, will continue to aid in the strengthening of the foundational programs for students. Alignment of curriculum with the common core, as indicated in Key Initiative I, along with the use of multiple assessments and the tiered data team process, will improve the literacy achievement of K-3 students.

Additionally, working in partnership with community agencies will provide enhanced opportunities to extend literacy support to students and parents beyond the school day.

Expanding summer school opportunities for K-3 students is another avenue for increasing student success in literacy. It is important for students to achieve on-grade level literacy or above by grade 3 so that they are prepared to "read to learn" upon entering grade 4. ~~The current summer school meets the state mandate for~~ students scoring in the "substantially deficient" range on the DRA2. This expansion will serve students who score below the proficient level.

KEY DISTRICT INITIATIVE: Talent Development: Building the Capacity of teachers and leaders of EHPS to ensure student success

EHPS realizes the importance of building capacity throughout the district in order to ensure student success. The Commissioner has referenced the importance of "a talent strategy that includes, but is not limited to, teacher and school leader recruitment and career ladder policies that draw upon guidelines for a teacher evaluation system." In order to bring the Commissioner's vision to life, East Hartford Public Schools is committed to proving staff with access to growth and development through job-coaching, additional support, and comprehensive evaluations at the district level as well as in its focus and review schools.

INFRASTRUCTURE DEVELOPMENT

Maintaining and developing our infrastructure is a major priority and focus for EHPS. Using funding secured through savings realized in our operational budget, we continue to prioritize capital improvement work. Our goals are safe, updated, functional buildings that promote pride in our students, parents and families.

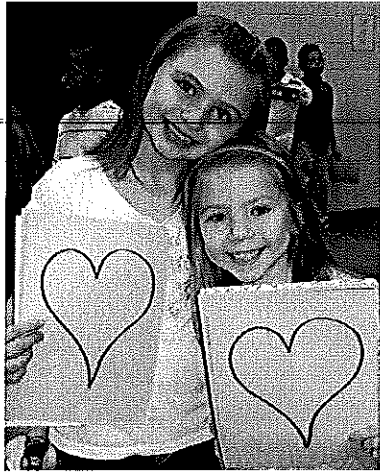
Core Infrastructure Projects Completed:

- Barnes School Renovation (East Side)
- EHHS Gym Lobby Lavatories
- O'Brien School Garden Project

Pending Projects: (Planning/Design Phase)

- Barnes School Renovation (West Side)
- 20 Steps Revitalization Project (in process)
 - Silver Lane
 - Sunset Ridge
 - Hockanum
- School Based Health Center Remodel/Develop
 - Hockanum
 - Mayberry
 - EHMS
 - EHHS
- Pitkin Parking Lot
- EHHS Tennis Court Study
- Hockanum Readiness Classrooms (Bathroom)

Climate and Culture



EHPS lists improving the climate and culture of the district as the 4th and 5th goal of the new District Improvement Plan. To this end, EHPS firmly believes that establishing a high quality learning experience demands a focus on school safety, customer satisfaction and a strong internal value system in regards to student behavioral management. As a back to back winner of Top Work Place award, EHPS remains committed to developing an environment conducive to high quality stakeholder interactions.

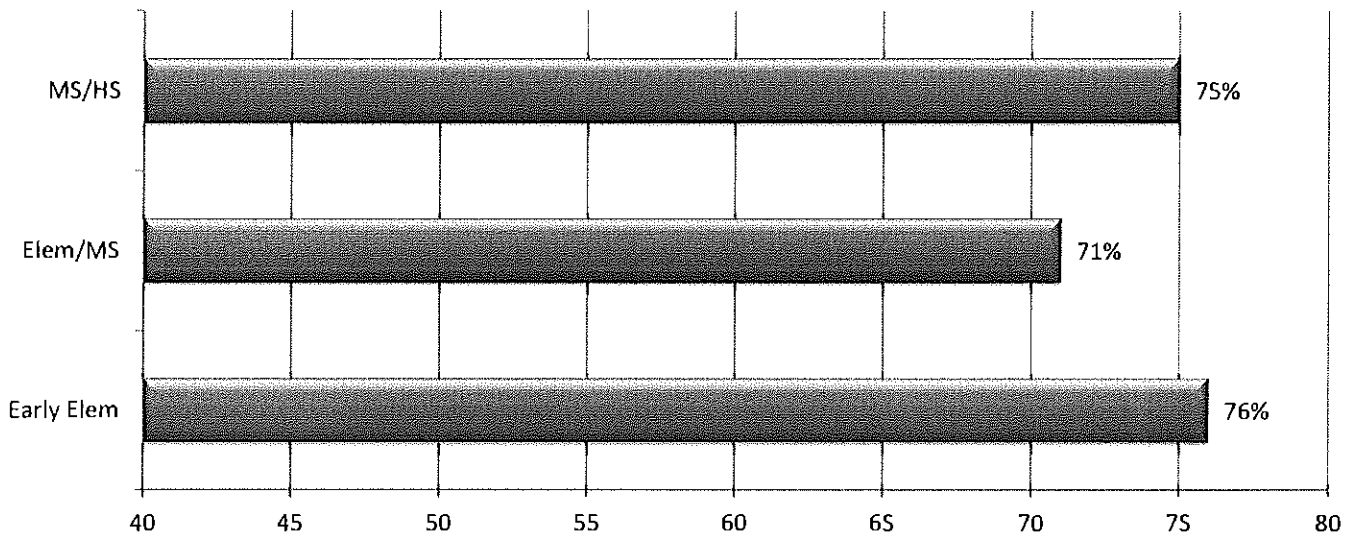
DISTRICT CLIMATE REPORT

The climate or environment of EHPS is viewed as a threshold indicator for all future progress and achievement. Climate is reflected in the perceptions of stakeholders regarding general satisfaction and an acknowledgement of direction, voice, leadership and fairness. In regards to developing and building a strong district climate, EHPS has solidified the following values or leverage points:

- **Moral Purpose:** Strong district climate is developed by highlighting the larger purpose and ethical reasons we “do what we do.”
- **Clear Communication:** Strong district climate is developed and enhanced through clear communication channels that have defined systems for vertical and horizontal communication.
- **Organization Input/Feedback Mechanisms:** Strong district climate is developed by providing stakeholders opportunities to share and have input on the planning process as well as criticize implementation results.
- **Organizational Consistency:** Strong district climate is developed through a commitment to consistency in leadership, initiatives and patterns of interaction.

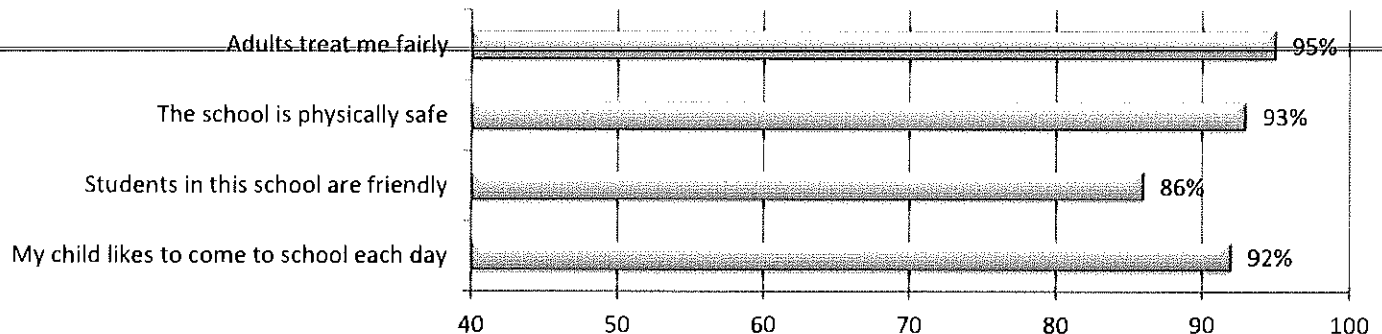
STUDENT CLIMATE SURVEY

I Feel Safe in My School/Classroom



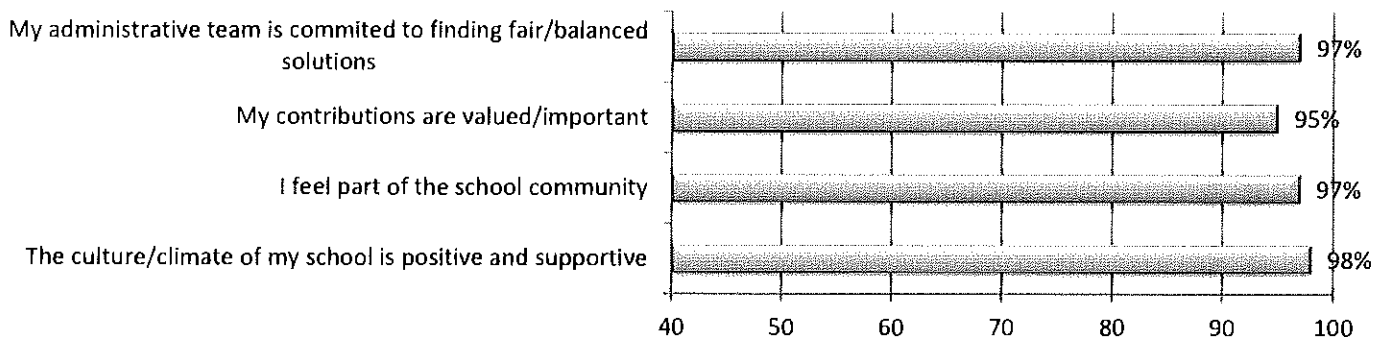
PARENT CLIMATE SURVEY

District-wide Parent Results (All or Most of Time)



STAFF CLIMATE SURVEY

District-wide Staff Results (All or Most of Time)



DISTRICT SAFETY

The safety of children in our public schools is the basic and primary charge of all public school systems. As we respond to the tragedy that has taken place earlier in the year in our state, EHPS remains committed to ensuring that our students are safe and that our school security protocols are of the highest quality. To this endeavor, EHPS, joined by the East Hartford Police, Fire, and Emergency Management Departments agreed to and participated in a working partnership (titled the Security Task Force-STF) to review, analyze and audit current school security practices. Core focus points included building level security operations, infrastructure, the School Resource Officer Program, emergency response protocols, security training for staff and our cross walk security programming.

The following commendations were listed by the STF in regards to current practice:

1. The District evidences a strong commitment to organizational planning in regards to planning and systems development:
2. The District evidences a strong commitment to the professional development of security staffing.
3. The District evidences a strong commitment to improving and upgrading its security infrastructure/facilities.

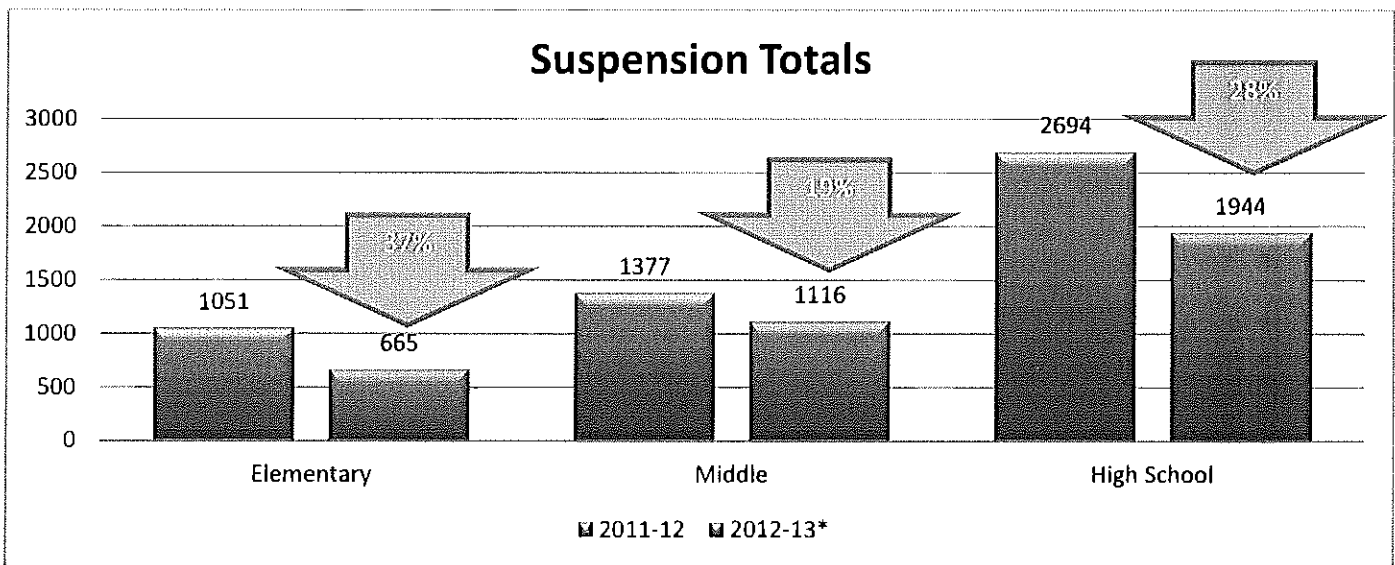
The following recommendations were listed by the STF in regards to current practice:

1. The District needs to improve the quality, clarity and wide spread understanding of district security protocols as listed in the Critical Incident Plans.

2. The District needs to focus on the professional development offered to all staff regarding building security and the process of exercising security plans.
3. The District needs to focus on continuing to update, complete and install security infrastructure/security management devices throughout the district.
4. The District needs to pursue further discussion on the following topics in their relation to school security:
 - SRQ agreement
 - Emergency Shelter protocol development

DISTRICT DISCIPLINE REPORT

As a major component of the learning process, teaching students to manage and exhibit appropriate behaviors is a primary task for all school leaders. EHPS leaders are firmly and collectively committed to the concept that "discipline is the process of teaching behavior rather than punishing behavior." Based on this concept, we continue to review current practice in our search for improvement and growth. In this review, our current norms will be challenged, current practices changed and current beliefs questioned. We are committed to growth and open to the organizational shifts this study will enforce.



	EXPULSION	ISS	OSS
PERCENTAGE OF REDUCTION FROM 2011-2012	46%	27%	28%

Conclusion

NEXT STEPS

The necessary next steps for EHPS include a challenging array of initiatives rooted in the planning and design work accomplished during school year 2012. The following list captures some of the project work that will move underway throughout district schools.

- Implementation of Common Core State Standards
- Implementation of the new Teacher and Administrator evaluation plans
- Implementation of Alliance Grant Focus Points
- Implementation of District Accountability/Data System Development Tool
- Further analysis and development of Student Discipline Accountability System
- Develop and implement revisions/improvement to Special Education delivery model/Co-Teaching
- Central Office Restructure
- Further exploration of the Sheff Funding opportunity for East Hartford Schools
- Continue to develop District Pipeline Programs
- Synergy Redesign/Reconstruct
- Certification process for O'Connell School
- Implementation of the Extended Day Schedule
- Facilitate the projects listed in the Capital Improvement Plan
- Develop and maintain a successful school budget
- Recruit, hire, retain and develop high quality talent

EHPS is a district on the move. In collaboration with Town Officials and Municipal Leaders, our Board of Education has set the standard high regarding the expectation for district performance. We celebrate the beginnings of change and the hope that new practice brings to the district. We remain committed to the execution of our District Improvement Plan and to the process of steady work and the results we are confident it will bring.



EAST HARTFORD PUBLIC SCHOOLS

Every Child, Every Day



MEMORANDUM

DATE: July 12, 2013

TO: Richard F. Kehoe, Chairman

FROM: Marcia A. Leclerc, Mayor

TELEPHONE: (860) 291-7246

RE: Golf Update Memo

At its June 26, 2013 Special Meeting the Town Council requested that a "modified RFP" be presented to the two current bidders to determine if they: (i) would agree to a longer term lease (up to 20 years) and accept all the financial risk of operating the golf course; or (ii) purchase the property. As part of this request, the Council asked whether the funding sources for the golf course impacted the Town's ability to sell the course.

Here is my summary of actions to date, and where the Administration will go from here:

1. Bill Mudano/Roger Baral and Billy Casper Golf responded to the initial RFP and made presentations to the Council.
2. Both firms required capital infusions from the Town for course maintenance equipment and restaurant equipment totaling \$500,000. Additionally, Billy Casper required an annual fee just over \$80,000 to be paid by the Town and additional capital for golf carts totaling \$300,000. Billy Casper also required the Town to effectively underwrite all operating losses.
3. At the request of the Council, Mike Walsh contacted Bill Mudano/Roger Baral to discuss the modified RFP. They politely declined to change or re-submit their bid, emphasizing the financial issues associated with a long term, "all risk" lease of the Course. Billy Casper Golf has not responded to Mike Walsh's communications. Their failure to respond, taken together with their comments to the Council that they have no interest in assuming any long term risk in operating the golf course, leads me to believe they will not respond again to the Town.
4. At my request, the Connecticut Section of the PGA distributed East Hartford's RFP to their membership (totaling hundreds of members) to see if there was any interest in operating the golf course. As of today, there has been no interest. Taken together with the lack of interest of our current bidders, it is unlikely that the Town will obtain a long term, no risk lease of the golf course at this time.

5. MDM continues to operate the golf course under a month to month agreement. They pay \$5,000 monthly rent.

6. In regards to the council's interest in exploring a sale, our Grant Department has reviewed funding sources for the \$1,292,380.32, 1973 purchase: (i) the State contributed \$323,095.08 (25%), (ii) the Federal Government contributed \$646,190.16 (Federal National Park Service Land & Water Conservation Fund (50%)) and (iii) the Town contributed \$323,095.14. The use of State and Federal funds impacts the Town's ability to dispose of the golf course. Any such sale would require State and Federal approvals, and either: (i) the purchase of comparable open space with the sale proceeds, or (ii) the payment of 75% of the sale proceeds to the State and Federal Government.

7. I am attaching the 2004 USGA Turf report prepared at the end of the 2004 golf season. The report lays out in no uncertain terms, the conditions of the course at that time including extensive drainage issues on 11 fairways, several greens that were lost due to disease, significant tree encroachment, and an irrigation system that is obsolete and beyond its useful life. I pass this report along so everyone has a baseline of the course prior to turning it over to MDM Golf.

The purpose and intent of bringing this matter to the Council was to provide a public forum as it relates to the conditions at the golf course and the responses to the RFP. With so many residents interested in the golf course, providing citizens an opportunity to be a part of the process was important. I thank you for your constructive role.

At this point, the Administration will move forward with addressing the RFP responses. Please know that I do not intend to sell the golf course at this time. For the time being, MDM Golf will continue to manage the course at no expense or risk to the Town. I will discuss with our Parks and Public Works Department the role that the Town can play in sprucing up the exterior and interior of the club house.

Should you require additional information please feel free to contact me.

USGA®



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SEP 01 2004

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

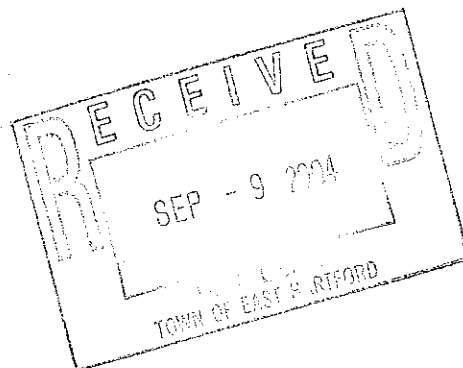
United States Golf Association
Northeast Region Green Section
1500 North Main Street
Palmer, MA 01069—1215
T (413) 283-2237 F (413) 283-7741

**USGA GREEN SECTION
TURF ADVISORY SERVICE REPORT**

**TOWN OF EAST HARTFORD GOLF COURSE
EAST HARTFORD, CONNECTICUT**

August 26, 2004

Present: Mr. Stephen Foran, Superintendent
Mr. James E. Skorulski, Senior Agronomist, USGA




INTRODUCTION


This report is provided for the Turf Advisory Service visit conducted August 17, 2004 at the Town of East Hartford Golf Course.

The golf course was in better condition in comparison to last season, when the wet weather made the golf course nearly unplayable. Poor drainage continues to hinder the maintenance operations and playability of the golf course. Poor drainage is one of the primary factors behind the problems with the golf course. There were some problems to the putting greens that included damage to the 2nd, 9th, 10th and 18th greens. Drainage is also a concern in several greens that remain wet. The problems with the greens and overall poor drainage were primary topics during our visit. We discussed water management and disease management programs, to keep the greens in good and playable condition throughout the season. We also reviewed some basic maintenance practices for tee boxes and fairways. The discussions and the observations that occurred throughout our visit will be provided in this report.

GREENS

 **Summer Damage**—Significant portions of the 2nd, 9th, 10th and 18th greens were damaged at the time of this visit. It is difficult to tell exactly what caused the damage but seeing that the injury occurred over the weekend, it is likely that the turf suffered from wilt injury. Once the plants suffer from wilt stress, they can be killed or are then susceptible to various disease pathogens such as crown rot anthracnose and even secondary pathogens that can cause significant damage.

Recovering the damaged areas is now the primary concern with those greens. Several of the damaged greens have already been core cultivated and overseeded. Keep the seedbed moist with a combination of automatic irrigation and selective hand watering. The selective hand watering would be used for the areas that have suffered heavier damage. Areas that are not to be repaired with sod should be spike-seeded, as we discussed during the visit, using a machine such as the Blec walk-behind seeder. Your core cultivator can also be equipped with the 1/4" tines, to create a seedbed. There is a concern with your Toro machine and the small tines in that it may cause some surface damage. If that is the case, then hand spike the areas that remain thin and seed with creeping bentgrass. The spiking and seeding work should be completed every two weeks through the remainder of the season or until you have obtained good turf density.

 Larger damaged areas like those on the 2nd and 9th greens would best be recovered with sod. I am reluctant to recommend using your practice green sod, but this is the best for repairing the damaged areas on the greens. The lower end of the practice green would then be established using aerification cores taken off the greens, as we discussed or with a commercial creeping bentgrass sod purchased from a nursery. The sod work should be completed in the last week of August or the first week of September if the damaged areas are to be made playable for your women's event in later

September. Sod is probably the best option for repairing the more extensively damaged areas, at this point. However, that decision can be made in 10-14 days following this visit, based on the degree of recovery obtained from overseeding.

There are probably several factors that have led up to the injury. However, wilt injury on putting greens can be avoided with proper water management programs. Maintenance practices often are not structured on the work clock. It is not unusual for weaker greens to need constant attention throughout the day, especially when temperatures are high and humidity is low. Greens will be damaged by wilt if they are not syringed when the wilt is taking place. Staff should be on-hand, to monitor the golf course for wilt throughout the afternoon hours, seven days per week in the summer season. The staff members would then syringe any greens where wilt is becoming evident. The syringing can be completed most effectively with hoses, with the hot areas being cooled. Otherwise, the syringing is completed by running a short cycle of the irrigation system (single rotation). The amount of syringing that is required can be reduced with proper irrigation and through developing a deeper and more vigorous root system.

The automatic irrigation system is hindering water management programs to some degree, as it does not provide precise control over the water applications. The weaknesses with the system can only be improved with the new irrigation system or by implementing a more aggressive hand watering program. The hand watering would be utilized to supply the additional water required on higher contours of the greens or areas that historically have been susceptible to wilt (i.e. 9th, 10th and 18th greens). The supplemental hand watering would be completed in the morning hours after the greens have been cut. The additional water applied at that point is often adequate to allow the greens to survive through the day without wilt and the need to syringe. It is often not helpful to run automatic syringe cycles, unless it is a necessity to do so because of labor constraints or heavy play. It would be much more effective to syringe with hoses, if done properly. The need for syringing will be reduced, if the supplemental hand watering approach is also utilized. I have enclosed several reprints that discuss sound water management programs in more detail.

- * Water coverage on the 18th green is also poor and may be leading to the problems there. Supplementing the automatic irrigation with hand watering will overcome some of the problems. However, the back sprinkler head should be relocated closer to the green, to bring it into proper spacing with the other irrigation sprinkler heads. This will eliminate the wet area behind the green and also provide more uniform "head-to-head" coverage over the green.
- * The area damaged on the 2nd green is a severe grade. The severe grade is a result of the sand accumulating in collar area from the nearby bunker. Removing the excessive sand that has accumulated, at least in the collar area, would lower the grade somewhat, to improve its condition. The sand would be replaced with a loam soil and the grade

would be flattened, to ease mowing. Modifying the grade should also make it easier to irrigate the green itself in that location.

We also discussed the benefits of wetting agent applications, to help maintain more uniform moisture through the soil profile. A long-lasting wetting agent such as Primer, Cascade, Lesco Flo, etc. can be applied in early summer at recommended label rates. Those materials should be effective for a good portion of the summer season. The wetting agent can continue to be utilized through the hose and spray applicator when the greens are being hand watered and hydrophobic areas become present. Those applications should allow water to infiltrate down into the greens more effectively.

Crown Rot Anthracnose—There is no doubt that crown rot anthracnose is also responsible for some of the damage on the greens. The anthracnose often infects plants that are weakened by drought or wilt stress. There was some crown rot anthracnose active on the greens at the time of this visit and some of the turf loss may also have been a result of crown rot anthracnose in the past. We laid out a fungicide management program that should be used for the remainder of the summer and into the fall season, to combat that disease. We also discussed fertilizer programs that should be utilized on the greens for the remainder of the season, to promote vigorous growth that will allow the turf to resist the infection or recover from it. Equip all of the mowing equipment with smooth rollers as soon as possible. The smooth rollers will provide a good cut but will be less stressful on those greens where anthracnose is active. The smooth rollers will be helpful for all of the greens during wet weather periods when the surfaces are softer. I would recommend utilizing smooth rollers beginning in early-mid June and continuing through the month of August. The grooved Wiehle rollers can be utilized again in fall and through the spring months.

Trees—Additional tree work is required around the 3rd, 4th, 11th, 12th and 14th greens. Remove additional trees from the back of the 3rd green, to allow more morning sun to reach the turf. This is especially important in late summer and fall when the sun is at a lower angle in the sky. The fall and winter sun will improve the ability of the turf to survive the winter season. Open the tree line along the back of the 4th green, to gain more sun for the turf there. Again, the tree work will be most helpful in the fall and winter months fall when the sun is at a lower angle in the sky. However, you will also gain more morning sun during the playing season that in turn, will help to dry the green and improve turf vigor. Additional tree work was discussed along the southeast side of the 11th green to increase morning sun for the turf there. Trees along the right side (southeast side) of the 12th green should also be removed, to allow more morning sun to reach the right half of the green and the walk-on/walk-off area. The right side of the green and the walk-on area are slow to drain and the turf there remains weak because of the persistent shade through much of the day. Remove one oak tree from the southeast side of the 14th green along with a red maple and cherry tree, to increase morning sun for the 14th green.

(GREEN)

Drainage—Attempts were made to drain the wet 15th and 12th greens. The center of the 6th green was extremely wet during the visit and nearly unplayable. In fact, the soft surfaces should not even be cut, as this will damage the turf. Strongly consider installing the slit drainage, as we discussed last season. I would recommend installing the sand slit drainage system from Turf Drain Inc. I have observed excellent results with this system that would provide a more permanent solution to the wet greens. The company that completes the installation will close the green for approximately a day and a half but the green will be playable once the drains are in place. Contact Turf Drain Inc. at (519) 763-3130, to obtain more information about that drainage system. *

No. 5 & 12 Greens—Both the 5th and 12th greens were severely damaged last summer and were reestablished with a commercial sod. A sand material was used in the cavity of the green. The sod from the commercial nursery was grown on a loamy soil. The discrepancy between the fine-textured loam soil and the coarse-textured sand has resulted in a perched water table that is impacting the establishment of the sod and performance of those areas. Core cultivate the sod later this month and repeat the practice in September and late October, to remove the soil layer and to fill the coring holes with sand. There will be a discrepancy between the sand portion of the green and the original green and this cannot be avoided at this point. I would expect the areas with the sand root zone to require more water and possibly more fertilizer until organic matter increases and serves to retain more moisture and nutrients. There may be a need to topdress the perimeter portions of the sod more aggressively so that those areas blend in with the surrounding grade. At this point, I am more concerned in getting the sod established and playable than with the perimeter grading work. We can readdress that work at a later time. In the future, I would recommend all sodding work to be completed using the practice green sod. I realize this is disruptive to that green but; at least the primary putting greens will be more uniform and consistent and will not have the same problem with the soil layering. *

Restoration—The greens have shrunk from their original size. Traffic cannot be dispersed as widely over the smaller green surfaces. Some very interesting hole locations have also been lost along the perimeter of the greens. Restoring the greens to their original dimensions is not an easy task. Usually, it is done by one of two methods. The most common is through a mowing conversion program. However, the surrounding areas must be prepared through an aggressive dethatching and aerification program before the height of cut is lowered. The mowing conversion is started slowly with the height of cut being lowered in small increments with a separate machine. Usually the conversion is initiated in fall or early spring. The other method of conversion is by regrassing the areas with sod.

At this point, I would not proceed with any green expansion program except to begin the aggressive core cultivation of the collars where the greens may eventually be expanded. Those areas should be core cultivated each and every time the green is cultivated. The cores should be removed and the holes backfilled with your straight sand topdressing material. We can revisit the green restoration program in the future

once the greens are brought back into good agronomic condition and all of the drainage concerns have been addressed.

TEES

General Maintenance—The maintenance programs on the tees have to be intensified. Core cultivation is a necessity. The practice alleviates compaction and is useful for overseeding. The tees should be topdressed heavily in conjunction with the coring work, to increase the amount of sand in the profile. This will leave the soils more resistant to compaction and should allow the turf to perform even during wet weather periods and under heavy traffic. Complete the core cultivation with 3/4" hollow tines in late summer and again in early-mid spring. Break up the soil cores and topdress heavily with a straight sand. Overseed the tees at the same time with perennial ryegrass. *

Budget accordingly to be able to apply .5-lb. N/M monthly through the growing season on all tee boxes. Use a synthetic organic nitrogen fertilizer (methylen urea) or even a sulfur-coated product for applications during the spring and late summer-fall months. You can utilize a natural organic fertilizer for summer applications. Select a fertilizer that has a relatively high K analysis so that the nitrogen and potassium can be applied in a near 1:1 ratio through the season. Supplemental applications of potassium can be completed with sulfate of potash applied at 1-lb. K/M in early spring or in late summer. It would be a good idea to have soil nutrient tests completed for a number of tee boxes, as well as a representative number of greens and fairways. Adjustments of pH on the tee boxes would be completed with a lime application, as recommended in the soil tests. \$

Implement a spray program for all the tee boxes with the fungicide applications being made every two-three weeks through the season. The tees should also be treated with a synthetic pyrethroid insecticide (Tempo, Battle, Talstar, etc.) in mid-late May or when annual bluegrass weevils first become present. Controlling the annual bluegrass weevil should allow the *Poa*/annual bluegrass to perform more effectively in the tee boxes. Merit or Mach 2™ can be applied to the tees in mid-late July, to control white grubs. *

The divot repair programs in place are strong and should be continued with the par-3 tees addressed daily and the remaining par-4 and par-5 tees at least two days per week. *

We did not discuss the impact of trees on the tee boxes to any great extent. Recommendations were provided to remove two red maples from the back right of the 6th tee, to eliminate shade and root competition. Trees along the right and back side of the 12th tee should also be removed, to increase sun for the turf at that location. Root pruning should be completed around the perimeter of any tee box located near mature tree plantings. That root pruning can be completed by an outside arborist with a stump-grinding or rock saw or can be completed by the staff with a rented power trencher. The

Soil
TEST

TREE
REMOVAL

root pruning would be completed down to a 12-20" depth, to sever the roots that are encroaching into the tee boxes where they are competing for water and nutrients.

TEE BOX

Renovation—There are a number of tee boxes that are unlevel. The number of surfaces reduce the amount of usable teeing space and also impact the playability of the tees. Examples of teeing surfaces that are extremely unlevel are the 6th and 12th tee boxes. However, there are many other tees where renovation work will have to be a future consideration. The renovation work would be completed by an outside contractor that has the equipment to do the work. I recommend relocating the sprinkler heads off to the perimeter of the tee boxes so they will not impact play. The current tee boxes would be graded, to level the surfaces after the sod has been removed. Ideally, a six-eight-inch uniform layer of a good quality sandy, loam soil or a sand-based construction mix (70:30, 60:40 sand/peat) would serve as a good root zone for the new tee boxes. The new tees would be established with a short-cut Kentucky bluegrass commercial sod. Tee renovation is an important program but is a lower priority in comparison to the extensive drainage work required and even a new irrigation system. *

FAIRWAYS

Drainage—The fairways are some of the worst that I see during wet weather periods. The primary reason for this is the extremely poor drainage on most of the lower lying fairways like the 2nd, 5th, 6th, 7th, 10th, 13th, 14th, 16th, 17th and 18th holes. In drier periods of the season the fairways actually perform quite well and provide a good playing surface for the golfers. Many of the better drained fairways were in excellent playing condition at the time of this visit. However, those that were poorly drained (i.e. 16th) were awful. I realize that drainage plans are included in a longer-range program for the fairways. The work will be initiated this season, to construct a pond on the 13th fairway with the fill created to be used to elevate the 5th fairway. This will probably be an effective solution to provide surface drainage. The pond should also provide an area where drainage waters can be deposited.

It was also evident during our visit that much of the drainage that was in place is simply not working. This is typical with older golf courses, as drainage lines are damaged from construction activities or become blocked with tree roots, silt or from the heaving action of soils. Open course ditches also become less effective, as they fill with leaves, silt and other debris. Fixing the main drainage arteries that run through the property and help to move water off of the course should be the number one priority. Once the ditches and culverts are in working order, then steps can be taken to add new slit drainage that would be tied into those areas. Isolated and low-lying areas of poor drainage would then be corrected with the addition of slit drainage and/or from regrading work that would move water out of those low areas and into adjacent drain lines and catch basins. There may be a need to elevate certain fairways where there are no other options to move water. However, simply repairing existing drain lines is often an effective approach to providing the drainage required for a golf course. *

It is also important to utilize a good contractor to implement the drainage plan. The contractor should be reputable and be able to provide some positive recommendations from earlier clients. I was disappointed in the drainage work that was completed last season, where a drain line was dead-ended in an already wet area along the left side of the 16th green. This is also the primary walk-on/walk-off area. The drain line should have been extended along the right side of the green and taken further down the hill where it could have been deposited in the creek that runs through the course. Therefore, be selective on who you choose from the bidding process. Even the best drainage plans will not be effective if the installation is poor. In the meantime, the staff should be opening up all of the old water courses and ditches, to the greatest extent possible so that water can flow off of the property more quickly. This should improve the performance of the existing drain lines and should make a difference with the golf course. The staff might also complete some isolated repairs to drain lines that are no longer effective. Trying to snake-out old drain lines or to clear out the lines with higher pressure irrigation might be worth trying during the fall season. ✕

FAIRWAY DRAINAGE
Cultivation programs—Part of the drainage problems can also be linked to minimal water infiltration into the fairway soils. In many instances, the native soils are high in clay so internal drainage is limited. However, the surfaces are so compacted that water is running off of the surfaces and collecting in the lower depressions in the fairways, leaving those extremely wet and unmanageable. Developing a more effective core cultivation program will improve water infiltration into the soils. This alone will reduce the large volumes of water that are moving into the lower-lying areas. The core cultivation should be completed with better quality equipment than that which is now available in the inventory. Utilize an outside contractor to complete the practice with the more effective equipment. The contractors will provide a per-acre cost for the operation. The outside contractors will bring in several machines to complete the aerification in a one-two-day time period, which can not be matched by the staff. The staff can then complete the cleanup or the company can process the aerification cores and blow the thatch from the fairways for an additional cost. The core aerification should be completed in mid spring and again in late summer or early fall, to obtain the greatest benefit. ✕

The quality of the fairways will improve significantly, as will the condition of the playing surfaces, as a result of the core cultivation. I would also recommend overseeding any thin fairway areas in conjunction with the cultivation work. The other option is to purchase one of the more effective fairway aerifying machines from John Deere, Toro or Ryan, to complete the practice in-house. This is a very labor-intensive practice and strong consideration should be given to having an outside contractor complete the work.

Continue to utilize your older style aerifier if it is not possible to utilize the outside contractor. Use the pull-behind machine in multiple directions over all of the fairways in fall. You can repeat the practice again in late fall, to try to punch more holes and hopefully, you can overcome the compacted soil conditions. Equip the pull-behind with slicing blades, as we discussed during the visit. Those blades would be used to

cultivate the fairways in early summer. The slicing will not cause significant surface disruption but should create some slits that will improve water infiltration into the compacted soils.

Finally, you should consider purchasing one of the better quality aerifiers so that the operation can be completed in-house. If this is not possible, then utilize the outside contractors as discussed, and purchase the AerWay or Aera-Vator[®] machines. Both machines are very durable and use solid tines and a fracturing effect to open up the compacted soils. The AerWay machine can be used in late spring or early summer, similar to the slicing blades that were discussed earlier. The Aera-Vator[®] machine is used effectively on rocky sites in green surround areas where traffic is high. The Aera-Vator[®] will also create a seedbed if necessary. Look into both machines and try to have them demonstrated to observe their capabilities under your conditions. *

FAIRWAY
Fertility Management—The fairways should receive approximately 2.5-3-lb. N/M annually. Apply one pound of that nitrogen in a late fall, dormant application. The nitrogen source should be predominantly water insoluble, to provide more controlled release. The second application should be made in late spring-early summer, using a fertilizer with a predominantly controlled nitrogen release source at an application rate of 1-lb./M. The final application would be applied in early September at .5-lb. N/M. Use a fertilizer with a relatively high potassium analysis, as it is likely the potassium will be deficient in the soils. Liming should be continued based on soil nutrient test results, to maintain a 6-6.5pH. *

FAIRWAY
Disease Management—There was some dollar spot active in the fairways at the time of this visit. The second fungicide application will be applied soon after this visit, to try to combat the active disease. Budgeting for ^{three} two fungicide applications is certainly an improvement for the fairway turf. However, I would add one more additional spray so that the applications can be applied in mid-late June, mid-late July and again in late August or early September. Applications of Banner MAXX[®], Bayleton[™] or Eagle in rotation with Touché, Chipco GT or Curalan[®] will provide broad spectrum control of most of the disease pathogens that would infect the fairway turf. *

FAIRWAY
Weed Management—Crabgrass and goosegrass have been controlled relatively well in those fairways where the herbicide applications could be made. Budget accordingly so that the entire fairway acreage can be treated. I realize it may be difficult to complete the application in the poorly drained fairways in the spring. Do the best you can to get the material out. Applications of Dimension can be timed for mid May or even late May to the fairways. The Dimension product has some postemergent activity against younger crabgrass plants, so a slightly later date should remain effective and perhaps, provide an opportunity for the wet fairways to dry out to a point where an application can be made. Goosegrass has become widely established in the wet 5th fairway. Map out the areas where goosegrass is now present and make sure that those areas are treated next spring (mid-late May) with the Dimension product. You may even consider having an outside contractor complete a bulk application of a fertilizer/preemergent herbicide *

combination product to the fairways. A product that contains Dimension combined with a fertilizer would be well suited for the weed management programs. It would also serve for the late spring fertilizer application, recommended earlier. The preemergent herbicide applications should be extended to all of the green surround areas as well. An application of a granular product combined with the fertilizer should be well suited for those areas as well. The steeper bunker banks will be difficult to treat with the granular product. Those areas can be selectively sprayed with the preemergent herbicide.

Clover, plantain and other broadleaf weeds should be controlled by the staff, using a 3-way herbicide that is formulated for bentgrass. The application should be targeted for early-mid may or in mid-late September, to eliminate the broadleaf weeds. The herbicide applications should be extended to the green surround and primary rough areas as well.

Trees—Trees aligning fairways were not a primary focus of this visit. Earlier reports have recommended opening up tree lines along fairways such as the 13th, to improve the growing environment for the turf (increasing sun) but for also for play reasons. The selective tree work along fairway perimeters should be a consideration where the fairway turf is weak. We also discussed removing one tree that overhangs the right side of the 12th fairway. I realize that the trees on the right side of the fairway make up the dogleg that protects the green. However, the single tree extends far out over the fairway where it is even impacting shots from the right side of the fairway. The tree is of poor quality and should be removed.

ADDITIONAL COMMENTS

Maintenance Facility—The maintenance facility is very small in size. It probably provides about half of the space that is generally recommended for golf course maintenance facilities. New facilities are being designed to provide a minimum of 10,000-sq. ft. of space but generally, are built to 12,000-sq. ft. and larger, to provide the equipment storage and facilities for day-to-day operations. Adding an additional cold storage building to the site would be helpful to safely store equipment. This would also free up more room in the existing building, to develop a more effective operations center and better quality employee facilities.

Irrigation—There are many weaknesses with the current irrigation system. The current system does not provide uniform coverage; nor does it provide the ability to program the water applications in a precise manner. Therefore, water cannot be selectively applied to higher contours where the water requirements are higher, without over-watering lower contours. The problem with the poor coverage and limited programming capabilities can be corrected to some extent with a more extensive hand watering program. However, the hand watering is extremely labor-intensive and requires well-trained employees who have the ability to be on-site on an as-needed basis. Upgrading the automatic irrigation system to provide the more effective programming capabilities and uniform water applications should significantly reduce the need for the hand

watering applications. The irrigation system is a large capital project. The staff is doing the best they can with the current system and have actually improved its operation by upgrading the sprinkler heads. However, the automatic irrigation system should be on the list for capital improvements on the golf course.

CONCLUSION

"A"
The agronomic problems with the golf course are beginning to impact play levels. Problems with the greens and poor drainage in many fairways are having the largest impact on the golf course. Those need to be addressed. Water management programs also have to be improved and core cultivation programs for the fairways and tee boxes have to be intensified, to bring the level of playing conditions comparable to other public and private facilities. I would also recommend increasing the material budget so that the fairways can be treated with fungicides on a more regular basis, to better maintain their condition. It is good to see that additional attention is being paid to flowerbeds and landscape plantings around the clubhouse and even on the golf course. However, those are not the number one priorities in most golfers' minds. Any available monies should be focused directly on the golf course and in particular, those agronomic programs that were discussed throughout this report.

Do not hesitate to contact the office if there are any questions regarding the information in this report or should any questions arise through the remainder of the season. I will try to return to the golf course in September or during the fall if possible, to reexamine the greens and the recovery efforts. Best wishes with the remainder of the season.

Sincerely,




James E. Skorulski, Senior Agronomist
Northeast Region Green Section

JES/reh

cc: Mr. Stephen Foran, Superintendent
Mr. Roger Moss, Director
Mr. John Choquette, Mayor's Assistant

Reprints: Irrigation - How Much Is Too Much?
For Good Golf and Good Turf - Use Less Water
You Can Grow Better Golf Turf - With Less Frequent Watering
The Art Of Hand Watering

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: July 2, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTIONS: Assistance to Firefighters Grant Program

An Assistance to Firefighters Grant has been awarded to our Fire Department to improve the ground radio system. The grant award is \$324,189.00 with a twenty percent match of \$64,837.80. This was not in the town's budget for this fiscal year and will need transfers to cover the matching portion of the grant.

Please place this resolution on the Town Council agenda for the meeting to be held on July 16, 2013 for Town Council approval.

C: J. Oates, Fire Chief
C. Fravel, Grants Administrator
M. Walsh, Finance Director

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 16th July, 2013.

RESOLUTION

WHEREAS, the Federal Fire Protection and Control Act of 1974 established a competitive financial assistance program through the Federal Emergency Management Agency (FEMA) entitled the "Assistance to Firefighters Grant Program"; and

WHEREAS, the East Hartford Fire Department has made application to this Program to support the modification and enhancement of its communication system and has received notice of a grant award; and

WHEREAS, the total of this award does not exceed \$ 324,189.00.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of East Hartford recognizes the need for funding these items under the Assistance to Firefighters Grant Program

AND FURTHER, BE IT RESOLVED that the Town Council does support and authorize the acceptance of this grant award from FEMA and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and make any amendments thereto to receive funding from FEMA.

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this ____ day of July, 2013.

Angela M. Attenello, Town Council Clerk

seal

MARCIA A. LECLERC
MAYOR


TOWN OF EAST HARTFORD
31 School Street – Fire Headquarters

Telephone
(860) 291-7400
FAX (860) 282-9706

FIRE DEPARTMENT
JOHN H. OATES
FIRE CHIEF

East Hartford, Connecticut 06108

July 1, 2013

TO: Mayor Marcia A. Leclerc
FROM: Fire Chief John H. Oates 
RE: Assistance to Firefighters Grant Program

The fire department has been awarded a competitive grant from the Federal Emergency Management Agency. This grant will provide a much-needed improvement to our fire ground radio system.

This grant program does require matching funds. These funds were not considered during the preparation of the fire department's 2013-2014 budget. This will require the transfer of funds from existing fire department lines in order to cover our match mandate. This transfer of funds will result in other programmatic changes. Despite this impact on existing plans and other planned efforts, the value of this improvement cannot be overstated. This radio system enhancement will be used every day by our firefighters and will provide an increased level of safety at emergency incidents.

I respectfully request that you to place this Resolution on the agenda for the July 16, 2013 Town Council meeting. I will attend the meeting to answer any questions.

I appreciate your support of our endeavor. Please contact me if you need clarification or more information.

Cc: Michael P. Walsh, Director of Finance

RECEIVED

JUL 05 2013

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

GRANT APPLICATION INFORMATION

DATE: July 1, 2013

TITLE: Assistance to Firefighters Grant Program

AMOUNT: \$ 324,189

BUDGET: Radio System Improvements: **\$324,189**

SOURCE: United States Federal Emergency Management Agency Assistance to Firefighters Grant Program.

PURPOSE: To provide funding to install a micro-wave based radio system to enhance the ability to communicate using portable radios while at the scene of emergencies.

DEPARTMENT RESPONSIBLE: Fire Department

MATCHING FUNDS: 20 % of grant award.

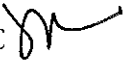
IN-KIND OR CASH: \$ 64,837.80 (cash)

SOURCE: Municipal budget

GRANT PERIOD: April 2013 – April 2014

APPLICATION DUE DATE: N/A

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: 7/5/2013
TO: RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN
FROM: MAYOR MARCIA A. LECLERC 
RE: RESOLUTION: 2013 JUSTICE ASSISTANCE GRANT PROGRAM APPLICATION

I am submitting for your review and consideration the attached memo from Clare Fravel, Grants Administrator, requesting inclusion of a Resolution on the Town Council Agenda for July 16th, 2013 to allow the administration to apply for funding through the U.S. Department of Justice.

No Matching funds are required for this grant opportunity which is distributed to the town of East Hartford through the State of Connecticut Office of Policy and Management (OPM). Funding will be used to purchase the following: Traffic Enforcement Equipment including several LIDAR units; and Police Motorcycle to replace and existing motorcycle.

I recommend that the Town Council approve this request as submitted by adopting the attached resolution.

cc: Mark J. Siriois, Chief of Police
Ricardo Soto, EHPD Lieutenant
Michael P. Walsh, Director of Finance
Clare Fravel, Grants Administrator

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
740 Main Street
East Hartford, Connecticut 06108

(860) 291-7364
FAX (860) 289-8394

GRANTS ADMINISTRATION

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 16th day of July, 2013.

RESOLUTION

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance, has funding available to the Town of East Hartford under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the State of Connecticut JAG Grant Program; and

WHEREAS, these funds may be used to improve or enhance Law Enforcement Programs with no cash match by the Town of East Hartford; and

WHEREAS, the East Hartford Police Department desires to use these funds to purchase traffic enforcement equipment including several LIDAR Units and a Police Motorcycle to replace an existing motorcycle.

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 the U.S. Department of Justice as they pertain to this Justice Assistance Grant.


AND I DO CERTIFY that the above resolution has not been in any wise altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this ____ day of July 2013.

Angela M. Attenello, Town Council Clerk

seal

TO: Mayor Marcia A. Leclerc

FROM: Clare Fravel, Grants Administrator 

SUBJ: Referral to Council – Authorizing Resolution
2013 Justice Assistance Grant Program (JAG) - \$22,260

DATE: July 5, 2013

The Town of East Hartford is eligible to apply for \$22,260 in grant funds from the U.S. Department of Justice (DOJ) under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG provides states and units of local government with critical funding necessary to support program areas such as law enforcement, prosecution and court programs, corrections, planning, evaluation, and technology improvement programs.

No matching funds are required for this grant opportunity which is distributed to the Town of East Hartford through the State of Connecticut Office of Policy and Management (OPM).

Funding will be used to purchase the following:

- Traffic Enforcement Equipment including several LIDAR Units; and
- Police Motorcycle to replace an existing motorcycle.

The attached Resolution will authorize you as Mayor to make application and execute all documents associated with this grant. I am requesting that this item be placed on the Town Council agenda for their meeting to be held July 16, 2013.

Attachments: Resolution
Application Information Form

Cc: Mark J. Sirois, Chief of Police
Ricardo Soto, EHPD Lieutenant
Michael P. Walsh, Director of Finance

GRANT APPLICATION INFORMATION

DATE: July 5, 2013

TITLE: Edward Byrne Memorial Justice Assistance Grant (JAG) Program

AMOUNT: \$22,260.00

SOURCE: U.S. Department of Justice, Bureau of Justice Assistance

PURPOSE: Purchase of the following equipment:

- Traffic Enforcement Equipment – LIDAR Units; and
- Police Motorcycle to replace existing.

DEPARTMENT RESPONSIBLE: East Hartford Police Department


MATCHING FUNDS: Not required

IN-KIND OR CASH: N/A

SOURCE: N/A

GRANT PERIOD: From date of fully executed Award through September 30, 2014; requests for up to two (2) additional years to complete performance granted automatically.

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: JULY 8, 2013
TO: RICHARD F. KEHOE, TOWN COUNCIL CHAIRMAN
FROM: MAYOR MARCIA A. LECLERC 
RE: RESOLUTION CONCERNING C-PACE MARKETING CAMPAIGN
GRANT

I am submitting for your review and consideration the attached memo from Clare Fravel, Grants Administrator, requesting inclusion of a Resolution on the Town Council Agenda for July 16th, 2013 to execute a Memorandum of Understanding which outlines CEFIA's expectations in regards to the \$5,914.20 grant awarded to the Town of East Hartford to conduct a marketing campaign for the Commercial Property Assessed Clean Energy program.

Funding will be utilized for different methods of outreach including but not limited to, a secured partnership with the East Hartford Chamber of Commerce, direct mailings to eligible property owners, website postings and electronic mailings, outreach to local civic organizations, press releases to various media outlets, and C-PACE presentations and workshops.

I recommend that the Town Council approve this request as submitted by adopting the attached resolution.

cc: Eileen Buckheit, Development Director
Michael P. Walsh, Director of Finance
Clare Fravel, Grants Administrator

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7364
FAX (860) 289-8394

GRANTS ADMINISTRATION

I, Angela M. Attenello, 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 Town Council of said corporation, duly held on the 16th day of July, 2013. And I do further certify that the following Resolution has not been in any wise altered, amended or repealed, and is now in full force and effect.

RESOLUTION

RESOLVED that Marcia A. Leclerc, Mayor of the Town of East Hartford is empowered to execute and deliver in the name and on behalf of this corporation, a certain Memorandum of Understanding between the Clean Energy Finance and Investment Authority and the Town of East Hartford and any amendments thereof for the fulfillment of the C-PACE Marketing Campaign grant, and is authorized to affix the Corporate Seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of July, 2013.


Signed: _____

Angela M. Attenello

Town Council Clerk

seal

TO: Marcia A. Leclerc, Mayor

FROM: Clare Fravel, Grants Administrator 

SUBJ: Referral to Council – Resolution
C-PACE Marketing Campaign Grant

DATE: July 8, 2013

The Town of East Hartford has been awarded a \$5,914.20 grant from the Clean Energy Finance and Investment Authority (CEFIA) to conduct a marketing campaign for the Commercial Property Assessed Clean Energy (C-PACE) program. In March 2013, the Town of East Hartford became a participating municipality in this State initiated program through its execution of a C-PACE Agreement with CEFIA.

C-PACE is a program allowing commercial and industrial building owners to finance qualifying energy efficiency and clean energy improvements through placing a voluntary assessment on their property tax bill.

CEFIA has made funding available to participating municipalities through small marketing grants to support promotion of the C-PACE program within the community. No matching funds are required. The Municipal Proposal prepared by the Grants Administration Office and Development Department in partnership with the East Hartford Chamber of Commerce involves a multi-faceted approach to publicize the C-PACE program.

Funding will be utilized for different methods of outreach including but not limited to, a secured partnership with the East Hartford Chamber of Commerce, direct mailings to eligible property owners, website postings and electronic mailings, outreach to local civic organizations, press releases to various media outlets, and C-PACE presentations and workshops.

The attached Resolution will authorize you as Mayor to execute a Memorandum of Understanding which outlines CEFIA's expectations of this marketing effort and terms for dispersing grant funds. I am requesting that this item be placed on the July 16, 2013 agenda of the Town Council for their consideration.

Attachment(s): Resolution
Memorandum of Understanding

Cc: Eileen Buckheit, Development Director
Michael P. Walsh, Finance Director

MEMORANDUM OF UNDERSTANDING

between

THE CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

and

TOWN OF EAST HARTFORD

Subject: Participation of Connecticut municipalities in the C-PACE Marketing Campaign

This Memorandum of Understanding (“MOU”) is entered into as of the last date upon which the parties have affixed their signatures below by and between the Clean Energy Finance and Investment Authority (“CEFIA”) and the TOWN OF EAST HARTFORD, (“Municipality”), a Connecticut municipality, to evidence their understanding as follows:

WHEREAS, CEFIA was created under the Connecticut General Statutes Section 16-245n to promote and support the growth, development, and commercialization of clean renewable energy sources and to stimulate demand for clean renewable energy and the deployment of clean renewable energy sources; and

WHEREAS, the Municipality is a Connecticut municipality that has passed a resolution to participate in the C-PACE program;

WHEREAS, Commercial Property Assessed Clean Energy (“C-PACE”) is a program allowing commercial and industrial building owners to finance qualifying energy efficiency and clean energy improvements through placing a voluntary assessment on their property tax bill;

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a C-PACE program in Connecticut.

WHEREAS, to enable local property owners to be eligible for C-PACE financing, CEFIA and the Municipality have entered into a written agreement, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to CEFIA in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, the Municipality has a desire to support local C-PACE projects and raise the public’s awareness of the benefits and availability of the C-PACE Program and its importance in advancing energy efficiency and reducing energy costs.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, CEFIA and the Municipality acknowledge their understandings as follows:

Section 1. Key Terms.

1. The Municipality will execute a marketing campaign promoting the benefits of the C-PACE Program to local commercial and industrial property owners. The campaign may include but is not limited to: events, social media, mailings, and direct outreach and it will be consistent with the Municipality's application as detailed in the Municipality's proposal in Attachment A, which is incorporated into this Agreement.
2. The Municipality will work with MHR Development, LLC, who will act as CEFIA's program administrator, to provide oversight for the marketing campaign, distribute C-PACE marketing material to the Municipality, and coordinate press.
3. CEFIA will provide to the Municipality funding in an amount not-to-exceed \$5914.20 to be administered by the Municipality as detailed in Attachment A.
4. CEFIA will provide to the Municipality initial funding in the amount of \$3914.20 upon submission of a signed Memorandum of Understanding.
5. CEFIA may provide to the Municipality additional funding in the future, at CEFIA's sole discretion, to be used for the continuance of the C-PACE marketing campaign. In order to receive additional funding, the Municipality must submit an invoice for expenses incurred including receipts. The invoice and corresponding receipt must be sent to MHR Development, LLC within 30 days of the expense. Any additional funding is subject to the not-to-exceed amount.
6. The Municipality will be required to submit a report due at the end of the calendar year (December 31, 2013). The reporting requirements will include submission of the *C-PACE Municipal Marketing Campaign Final Report* included in Appendix A of this MOU. Failure to meet these requirements may result, at CEFIA's sole discretion, in the termination of the MOU and requirement to return any funds not expended, or expended outside the scope of this MOU, or expenditures not explained in the report.
7. The Municipality shall use C-PACE marketing material devised by CEFIA for purposes of this campaign and may create co-branded material upon review and approval by CEFIA.
8. The Municipality shall collaborate with CEFIA and MHR Development, LLC to prepare any press releases and to plan for any news conferences related to this program.
9. The Municipality will not fund initiatives that will influence legislation or be misconstrued as lobbying purposes.

Section 2. Role of the Principal Contacts.

1. CEFIA's principal contact for this MOU will be Genevieve Sherman, Manager, Commercial and Industrial Property Assessed Clean Energy, Clean Energy Finance and Investment Authority.
2. MHR Development, LLC's principal contact for this MOU will be Mark Robbins, Principal
3. The Municipality's C-PACE marketing campaign leader for this MOU will be Eileen Buckheit, Town of East Hartford Development Director
4. These principal contacts will be responsible for the joint coordination of activities and resolution of issues cutting across organizational lines in their respective organizations.

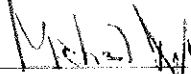
Section 3. Miscellaneous.

1. This MOU may only be modified or amended by a writing executed by all parties.
2. In no event shall this MOU be deemed to give any rights or entitlements to any third party, this MOU being solely for the purpose of setting forth the understandings of the signatories.
3. This MOU shall be governed and construed in accordance with the laws of the State of Connecticut and shall be subject to all applicable laws governing the subject matter hereof.
4. This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the last date upon which the parties have affixed their signatures below.

THE CLEAN ENERGY FINANCE AND
INVESTMENT AUTHORITY

TOWN OF EAST HARTFORD

Signature 

Signature _____

Print name Mackey Dykes

Print name Marcia A. Leclerc

Title Chief of Staff

Title Mayor

Date 7/5/13

Date _____

Approved as to format:

Town of East Hartford Corporation Counsel

APPENDIX A:

**C-PACE Municipal Marketing Campaign Final Report
Due: December 31, 2013**

- 1. Total Budget:**
- 2. Total Funds Expended:**
- 3. Activity Report:**

Activity	Date Completed	Number of Building Owners Impacted	Cost
EXAMPLE: Breakfast reception hosted by Chamber of Commerce	09/13/2013	25	\$500

- 4. Number of building owner introductions made to the C-PACE Program Staff:**
- 5. Number of C-PACE applications as a result of marketing activities:**

MEMORANDUM OF UNDERSTANDING

between

THE CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY

and

TOWN OF EAST HARTFORD

Subject: Participation of Connecticut municipalities in the C-PACE Marketing Campaign

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WHEREAS, CEFIA was created under the Connecticut General Statutes Section 16-245n to promote and support the growth, development, and commercialization of clean renewable energy sources and to stimulate demand for clean renewable energy and the deployment of clean renewable energy sources; and

WHEREAS, the Municipality is a Connecticut municipality that has passed a resolution to participate in the C-PACE program;

WHEREAS, Commercial Property Assessed Clean Energy (“C-PACE”) is a program allowing commercial and industrial building owners to finance qualifying energy efficiency and clean energy improvements through placing a voluntary assessment on their property tax bill;

WHEREAS, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a C-PACE program in Connecticut.

WHEREAS, to enable local property owners to be eligible for C-PACE financing, CEFIA and the Municipality have entered into a written agreement, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to CEFIA in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, the Municipality has a desire to support local C-PACE projects and raise the public’s awareness of the benefits and availability of the C-PACE Program and its importance in advancing energy efficiency and reducing energy costs.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, CEFIA and the Municipality acknowledge their understandings as follows:

Section 1. Key Terms.

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2. The Municipality will work with MHR Development, LLC, who will act as CEFIA's program administrator, to provide oversight for the marketing campaign, distribute C-PACE marketing material to the Municipality, and coordinate press.
3. CEFIA will provide to the Municipality funding in an amount not-to-exceed \$5914.20 to be administered by the Municipality as detailed in Attachment A.
4. CEFIA will provide to the Municipality initial funding in the amount of \$3914.20 upon submission of a signed Memorandum of Understanding.
5. CEFIA may provide to the Municipality additional funding in the future, at CEFIA's sole discretion, to be used for the continuance of the C-PACE marketing campaign. In order to receive additional funding, the Municipality must submit an invoice for expenses incurred including receipts. The invoice and corresponding receipt must be sent to MHR Development, LLC within 30 days of the expense. Any additional funding is subject to the not-to-exceed amount.
6. The Municipality will be required to submit a report due at the end of the calendar year (December 31, 2013). The reporting requirements will include submission of the *C-PACE Municipal Marketing Campaign Final Report* included in Appendix A of this MOU. Failure to meet these requirements may result, at CEFIA's sole discretion, in the termination of the MOU and requirement to return any funds not expended, or expended outside the scope of this MOU, or expenditures not explained in the report.
7. The Municipality shall use C-PACE marketing material devised by CEFIA for purposes of this campaign and may create co-branded material upon review and approval by CEFIA.
8. The Municipality shall collaborate with CEFIA and MHR Development, LLC to prepare any press releases and to plan for any news conferences related to this program.
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3. The Municipality's C-PACE marketing campaign leader for this MOU will be Eileen Buckheit, Town of East Hartford Development Director
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4. This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the last date upon which the parties have affixed their signatures below.

THE CLEAN ENERGY FINANCE AND
INVESTMENT AUTHORITY

TOWN OF EAST HARTFORD

Signature Michael Dykes

Signature _____

Print name Mackey Dykes

Print name _____

Title Chief of Staff

Title _____

Date 7/14/13

Date _____

APPENDIX A:

**C-PACE Municipal Marketing Campaign Final Report
Due: December 31, 2013**

- 1. Total Budget:**
- 2. Total Funds Expended:**
- 3. Activity Report:**

Activity	Date Completed	Number of Building Owners Impacted	Cost
EXAMPLE: Breakfast reception hosted by Chamber of Commerce	09/13/2013	25	\$500

- 4. Number of building owner introductions made to the C-PACE Program Staff:**
- 5. Number of C-PACE applications as a result of marketing activities:**

ATTACHMENT A

MUNICIPAL PROPOSAL

Marketing Support for C-PACE Municipalities FINAL Response to Request for Proposal Including Requested BUDGET BREAKDOWN

Budget has been revised to expand role of East Hartford Chamber of Commerce.

In the spring of 2013, the Town of East Hartford entered into an Agreement with the Clean Energy Finance and Investment Authority (CEFIA) initiating the Commercial and Industrial Property Assessed Clean Energy (C-PACE) program. In order to support our municipality's efforts to engage building owners and generate interest in C-PACE financing, the Town of East Hartford is applying for available funding through CEFIA's small marketing grants. Funding will be used to publicize the program in our community for the next several months.

Brief outline of plan to engage building owners to generate interest in C-PACE financing:

In order to maximize the promotion of C-PACE in our community, the Town of East Hartford intends to use a multi-faceted approach to publicizing this program. Different methods of outreach shall include, but are not limited to, a secured partnership with the East Hartford Chamber of Commerce, direct mailings to eligible property owners, website postings and e-mail blasts, outreach to local civic organizations, press releases to varied media outlets including the local cable access television station, and Town-hosted C-PACE presentations and workshops. Through these efforts the Town hopes to elicit C-PACE program interest and participation from commercial property owners.

A planned partnership between the Town's Development Office and the East Hartford Chamber of Commerce will initiate the announcement and promotion of the C-PACE program. The attached letter of support from President Timothy Coppage confirms the Chamber's commitment to support the Town's efforts to publicize the C-PACE program. The Chamber will conduct electronic mailings, post information and links on their website, and host events.

The Town of East Hartford intends to market to commercial property owners and develop a strategy to reach out to owners of multi-family housing (5 or more dwelling units). The Town already has a strong commercial profile of 694 eligible buildings including industrial, office and retail (totaling 15.1m square feet). Direct mailings to these property owners will provide hard-copy information to our targeted audience. Owners of multi-family housing will also be contacted (approximately 76). Two (2) sets of mailings are planned, the first being C-PACE marketing material introducing the program and East Hartford's participation with facts, requirements and contact information. The second mailing shall be an invitation to a C-PACE presentation/workshop to be hosted at an East Hartford facility, to be determined. Separate workshops are planned for owners of commercial buildings and multi-family housing.

Outreach to organizations that may serve as additional resources for C-PACE program promotion will be conducted via telephone contact and subsequent scheduled meetings. Some organizations may include the MetroHartford Alliance, Community Economic Development Fund, United Connecticut Action for Neighborhoods and the Connecticut Economic Resource Center.

Other publicity methods that shall be utilized include press releases to traditional media outlets, hard copy postings in Town Hall, website postings, and C-PACE information in "The Mayor's Report" program on local cable access television Channel 5. The Development Department also intends to explore and utilize cost effective or even no-cost resources such as The Hartford Courant's "My Towns" website. Articles, events and photos may be submitted and are posted at no charge. "My Towns" postings may also be considered for Sunday print tabloids for no fee.

Schedule of Events and/or Outreach:

- MAY 29, 2013 Brief presentation of C-PACE program at Inspections and Permits Workshop re: Business Friendly Permitting in East Hartford (local event to recognize May as Building Safety Month; attendees

may include business and property owners, real estate agents, brokers and developers, architects, engineers, and contractors)

- JUNE 2013 Press Release to local media (including area papers, posting on Town's website, local cable access Channel 5, CRIS Radio and other local media) announcing the Town of East Hartford's participation in the C-PACE program
 - Through Town's partnership with East Hartford Chamber of Commerce, press release information forwarded to Chamber members through electronic mailings with information and links posted on the Chamber's website
 - C-PACE information and links to be posted on Town's website
- JUNE 2013 C-PACE printed marketing materials (flyers) posted and available at relevant Town Hall offices (Development, Inspections and Permits, Assessor, etc.)
- JULY 2013 Contact local organizations that may provide additional resources for program publicity including but not limited to United Connecticut Action for Neighborhoods (UCAN), Community Economic Development Fund (CEDF), MetroHartford Alliance, and the Connecticut Economic Resource Center (CERC).
- JULY 2013 Direct mailing to owners of 694 eligible commercial buildings (office, retail and industrial) to include:
 - Cover letter from Chamber introducing C-PACE program, announcing East Hartford as a participating municipality and informing owners of upcoming presentation/workshop
 - C-PACE marketing material (flyer) including eligibility requirements, resources and contact information
- JULY 2013 Direct mailing to eligible multi-family housing property owners (approximately 76) to include:
 - Cover letter from Chamber introducing C-PACE program, announcing East Hartford as a participating municipality and informing owners of upcoming presentation/workshop
 - C-PACE marketing material (flyer) including eligibility requirements, resources and contact information
- AUGUST 2013 Second direct mailing to owners of eligible commercial buildings (office, retail and industrial) to include:
 - Invitation to C-PACE presentation/workshop hosted by East Hartford Chamber of Commerce in partnership with the Mayor's Office
- AUGUST 2013 Second direct mailing to eligible multi-family housing owners (to include):
 - Invitation to C-PACE presentation/workshop hosted by East Hartford Chamber of Commerce in partnership with the Mayor's Office
- AUGUST 2013 Publicize C-PACE presentation/workshops:
 - Town's website
 - Press release (local newspapers, Channel 5, media outlets, etc.)
 - Hartford Courant "My Towns" free posting on website with consideration of printing in Sunday edition tabloid
 - Partnership with East Hartford Chamber of Commerce (speak at Chamber function; electronic mailings to members; invitation posted on Chamber's website & Facebook page)
 - Announcement at East Hartford Town Council meeting (televised locally)
 - Printed presentation/workshop flyers posted and available in relevant Town Hall offices
- SEPTEMBER 2013 Host C-PACE Presentation/Workshop at East Hartford facility, to be determined, for owners of commercial buildings (industrial, office and retail)
- SEPTEMBER 2013 Host C-PACE Presentation/Workshop at East Hartford facility, to be determined, for owners of multi-family housing

Personnel

The following personnel will be tasked with overseeing the effort to market and publicize the C-PACE program in East Hartford:

- Eileen Buckheit, Town of East Hartford Development Director; and
- Timothy Coppage, East Hartford Chamber of Commerce President.

Financial oversight and technical support shall be provided by:

- Michael P. Walsh, Town of East Hartford Finance Director

Management of grant funding shall be provided by:

- Clare Fravel, Town of East Hartford Grants Administrator

Additional support for C-PACE program publicity shall be provided by:

- Michael Dayton, Town of East Hartford Town Planner;
- Building Officials, Town of East Hartford Inspections and Permits; and
- Interdepartmental Office Clerks (to assist with direct mailing efforts).

Mayor Marcia A. Leclerc as Chief Executive Officer of the Town of East Hartford shall provide authorization for acceptance of any approved grant funds. The Mayor's Office shall also provide support for informational workshops.

Budget BREAKDOWN

REVISED: Partnership with East Hartford Chamber of Commerce is expanded from the original proposal to allow the Chamber to take the leading role in outreach and marketing with the Town of East Hartford providing support. Chamber Tasks will include: Direct and electronic mailings to publicize C-PACE program, information and links posted on Chamber website, targeted outreach including one-on-one informational meetings, and hosting events/workshops with support from the Mayor and other Town officials. **Partnership with Chamber shall total \$5,914.20.**

\$2,000.00	Initial Chamber Tasks	
	\$500.00	Staff time to conduct multiple electronic mailings; involves research and coordination of property owners' lists/contact information with Chamber membership lists
	\$300.00	Posting of C-PACE program information on Chamber website with appropriate links
	\$1,000.00	Staff time for targeted outreach to specific industrial and commercial property owners including one-on-one meetings with interested parties
	\$200.00	Staff time to prepare and distribute press releases
	\$2,000.00	Total
\$814.20	Direct Mailing # 1 to owners of 694 commercial buildings and 76 multi-family properties introducing C-PACE program (includes letterhead, envelopes, labels, labor and postage)	
	\$220.00	Stationery with Letterhead (Cover letter)
	\$125.00	Envelopes (1,000)
	\$15.00	Address Labels
	\$100.00	Staff time to fold/stuff/label; Two staff persons for 2.5 hours, each at \$20 per hour
	\$354.20	Postage 770 x \$0.46 = \$354.20
	\$814.20	Total

\$750.00	Direct Mailing # 2 Invitation to C-PACE presentation/workshop (includes letterhead, seals, labels, labor and postage)	
	\$220.00	Stationery with Letterhead (Invitation)
	\$20.80	Tab Seal Labels (in lieu of envelopes; fold-n-seal)
	\$15.00	Address Labels
	\$140.00	Labor (2 Staff persons at 3.5 hours)
	\$354.20	Postage 770 x \$0.46
	\$750.00	Total

\$2,350.00	Preparation, hosting, room rentals and refreshments for presentation/workshops	
	\$1,000.00	Staff time to assist with coordination, preparation and hosting of workshops including coordination and communication with C-PACE staff
	\$500.00	Room rentals for two (2) workshops and possibly multiple smaller events
	\$850.00	Evening workshop refreshments may include – bottled water, juice, coffee; pre-wrapped/no prep food items such as granola bars/candy, fruit, cookies & chips; Morning workshop refreshments may include continental breakfast items; 2 workshops with 70 and 30 attendants at each \$8.50 per person
	\$2,350.00	Total
\$5,914.20	TOTAL	

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: July 8, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Master Municipal Agreement for Construction Projects

The State of Connecticut, Department of Transportation, has requested that the town sign a Master Municipal Agreement for upcoming construction projects. This agreement includes the standard terms, conditions and contract language. The state is asking municipalities to participate in this ten year agreement to save the town time and simplify the process on future construction projects.

Please place this on the Town Council agenda for the July 16, 2013 meeting and accept this request by adopting the resolution.

Thank you.

C: T. Bockus, Director, Public Works
D. Horan, Town Engineer
M. Enman, Purchasing Agent

RESOLUTION

RESOLVED, that the Honorable Marcia A. Leclerc, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD,
CONNECTICUT, THIS _____ DAY OF _____,
2013.

Clerk _____

(seal)

Date

ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Timothy Bockus, Director of Public works
DATE: July 5, 2013
RE: Master Municipal Agreement for Construction Projects
COPY TO: File

The Connecticut Department of Transportation (DOT) has been working with regional planning agencies to streamline processes that were previously quite time consuming. The DOT is issuing a Master Municipal Agreement for Construction Projects (MMAC), the first in a series of master agreements to be issued by DOT for various types of town-state agreements.

The MMAC outlines the standard terms, conditions and contract "boiler plate" language that should govern all municipal construction projects involving the DOT which are undertaken during the ten-year term of the MMAC.

The DOT proposes that once the MMAC has been executed a Project Authorization Letter (PAL) will be issued by DOT for each individual construction project outlining the scope of work, monetary values and other project specific information. The DOT states that the PALs can be executed in a matter of days, whereas under the previous DOT practices individual construction agreements would take months to execute.

The DOT states that although the Town may not have a construction project at this time the execution of this agreement will streamline future project specific business with the DOT.

Please place a request for this item to appear on the upcoming Town Council agenda. Thank you for your assistance in this matter.

Master Municipal Agreement for Construction Projects
Schedule E

SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 -- "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

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J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is---

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

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contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

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Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

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Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Administating Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

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performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

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10. Any information of a similar nature relevant to the application.

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

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Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

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**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
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4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other</u>	<u>Result</u>
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5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
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6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
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7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

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8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

Master Municipal Agreement for Construction Projects
Schedule F

SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. **GENERAL**

A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.

C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.

D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

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description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors

Schedule F

Minority Business Enterprises.

- B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.
- C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:
1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
 2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.
- D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
 4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments

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or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. PRE-AWARD WAIVERS:

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

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- A. Information described in Section IVB.
- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

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SPECIAL PROVISION
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

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also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or IIUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out

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these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

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3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The

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submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter

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and to date.

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for

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similar services.

VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

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Compliance seeking SBPPP referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

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ON-THE-JOB TRAINING PROGRAM SPECIAL PROVISION

This On-The-Job Training Program Special Provision (Special Provision) is included in this contract in implementation of Title 23 U.S.C., Section 140(a) as established by Section 22 of the Federal-Aid Highway Act of 1968.

As part of the contractor's equal employment opportunity affirmative action program, on-the-job training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing and retaining full journeypersons in the type of trade involved. The number of trainees or apprentices to be trained under this contract is determined by dividing the original quantity of hours assigned in the proposal form by 1,000 hours, or the number of hours required under a particular apprenticeship program schedule. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision. The contractor shall also ensure that this Special Provision is made applicable to such subcontract.

The contractor shall submit for approval to the Connecticut Department of Transportation (ConnDOT), a training outline for each trainee or apprentice that will be trained on this project. The training outline shall include the trade, the training categories, the number of training hours that will be provided, and if there will be any off-site training. If the contractor is participating in a bona fide apprenticeship program approved by the Connecticut State Labor Department (CDOL) Apprentice Training Division, identification of such apprentice program shall also be submitted to ConnDOT.

No more than twenty percent (20%) of the trainees or apprentices proposed shall be in the laborer classification (applicable only when five (5) or more trainees or apprentices are required).

Training, upgrading and retaining minority group workers and women in the various construction trades is a primary objective of this Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Accordingly, a contractor choosing to utilize a non-apprenticeship program shall make use of the supportive services consultant and/or make every effort to enroll minority and women trainees or apprentices by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof; prior to a determination as to whether the contractor is in compliance with this Special Provision.

No employee shall be employed as a trainee or apprentice in any classification in which he/she has successfully completed a training course leading to journeyperson status or in which he/she has been employed as a journeyperson. Trainees, or apprentices, may be employed and

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trained in the advancement of their training or apprenticeship program.

After award of the contract, and prior to the order to start date of the physical construction of the project, the contractor shall, in conjunction with the required schedule of progress or time chart, submit and obtain approval for, the number of trainees, or apprentices, for each classification selected, the training outline for each classification and an explanation of the start time of each trainee as it relates to the schedule of progress or time chart.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by ConnDOT and the Federal Highway Administration (FHWA). ConnDOT and the FHWA shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, programs approved by the U.S. Department of Labor (USDOL) or CDOL, including apprenticeship programs, shall be considered acceptable under this Special Provision, except in those cases where the Secretary of Transportation, the Federal Highway Administrator, or ConnDOT, has determined that the program is not administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

The contractor shall furnish each trainee or apprentice with a copy of the program that will be followed in providing the training. The contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish monthly and final reports documenting his performance under this Special Provision to the Engineer. The monthly updates and final report shall be made on forms provided by ConnDOT or by providing signed copies of the "Apprentice Handbook and Progress Record" provided by CDOL.

In the event that the contractor intends to transfer a trainee or apprentice to another ConnDOT, (FHWA funded) project, the contractor shall provide ConnDOT with a minimum of a 14-day advance notice.

Except as otherwise noted below, the contractor will be reimbursed at \$0.80 per hour of training given an employee in accordance with an approved training or apprenticeship program. As approved by ConnDOT, reimbursement will be made for training hours in excess of the number specified. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Payment for training is made upon completion of the training program on this contract and not on a monthly basis.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor. It is normally expected that a trainee or apprentice will remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not

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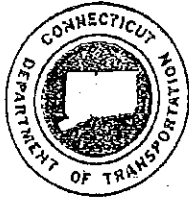
required that all trainees or apprentices be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities, under this Special Provision, if he has provided acceptable training for the number of hours specified.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by CDOL in connection with the existing program shall apply to all trainees or apprentices being trained for the same classification who are covered by this Special Provision.

The number of hours shown on the proposal form for Item #2999998A On-The-Job Training Program is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original quantity will be used to determine the amount bid for the contract.

<u>Pay Item</u>	<u>Pay Unit</u>
On-The-Job Training Program	Hour

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CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

A handwritten signature in black ink, appearing to read "Stephen E. Korta, II".

Stephen E. Korta, II
Commissioner

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STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management - *Michael W. Kozlowski*

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule L**.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State 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.

4. **Certification .**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality 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:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment 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;

(iii) 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 A(ii) of this certification; and

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure 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 subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at **Schedule M**, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's website at

Schedule K

http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

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

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

Schedule K

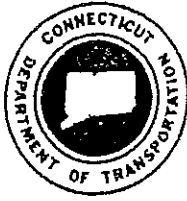
General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at **Schedule C**, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.
13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:
- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
 - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
 - Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

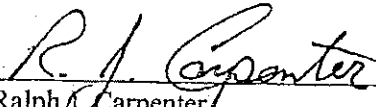
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Master Municipal Agreement for Construction Projects
Schedule M

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Master Municipal Agreement for Construction Projects
Schedule B

CONNECTICUT
REQUIRED CONTRACT PROVISION
STANDARD EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. Appendix A and Appendix B referred to below and attached hereto express goals and timetables for the utilization of females and minorities respectively on all state funded and federally assisted construction projects funded by or through the Connecticut Department of Transportation.

Appendix A establishes the goal for minority and female utilization in all crafts statewide on state funded construction projects. Appendix B refers to minority and female utilization goals in all crafts statewide on federally assisted/funded construction projects.

2. The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the Covered Area, are as follows:

STATE UTILIZATION GOALS FEDERAL UTILIZATION GOALS

See Appendix A

See Appendix B

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the Covered Area. If the contractor performs construction work in a geographical area located outside of the Covered Area, it shall apply the goals established for such geographical area where the work is actually performed. With federally involved and non-federally involved construction.

3. The contractor's compliance with the federal Executive Order 11246 and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

4. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:

1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):

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2. Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or Origin, regardless of race);
 3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.
6. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
7. The contractor shall implement the specific affirmative action standards provided in subparagraphs 10a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the Covered Area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, federal Executive Order 11246, or the regulations promulgated pursuant hereto.
9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
10. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph 10b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and

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training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs 10a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under subparagraphs 10 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of federal Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific

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minority group of women is under utilized).

13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

14. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to federal Executive Order 11246.

15. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to federal Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and federal Executive Order 11246, as amended.

16. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

17. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

18. Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

19. The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR Part 60-4.2.

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STATE FUNDED PROJECTS (only)
APPENDIX A
(Labor Market Goals)

<u>LABOR MARKET AREA GOAL</u>				<u>Minority</u>	<u>Female</u>
Bridgeport				14%	6.9%
Ansonia	Beacon Falls	Bridgeport	Derby		
Easton	Fairfield	Milford	Monroe		
Oxford	Seymour	Shelton	Stratford		
Trumbull					
Danbury				4%	6.9%
Bethel	Bridgewater	Brookfield	Danbury		
Kent	New Fairfield	New Milford	Newtown		
Redding	Ridgefield	Roxbury	Sherman		
Washington					
Danielson				2%	6.9%
Brooklyn	Eastford	Hampton	Killingly		
Pomfret	Putnam	Scotland	Sterling		
Thompson	Voluntown	Union	Woodstock		
Hartford				15%	6.9%
Andover	Ashford	Avon	Barkhamsted		
Berlin	Bloomfield	Bolton	Bristol		
Burlington	Canton	Chaplin	Colchester		
Columbia	Coventry	Cromwell	Durham		
East Granby	East Haddam	East Hampton	East Hartford		
East Windsor	Ellington	Enfield	Farmington		
Glastonbury	Granby	Haddam	Hartford		
Harwinton	Hebron	Lebanon	Manchester		
Mansfield	Marlborough	Middlefield	Middletown		
Newington	Plainville	Plymouth	Portland		
Rocky Hill	Simsbury	Somers	South Windsor		

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<u>STATE</u>				<u>Minority</u>	<u>Female</u>
<u>LABOR MARKET AREA GOAL</u>					
Southington	Stafford	Suffield	Tolland		
Vernon	West Hartford	Wethersfield	Willington		
Winchester	Windham	Windsor	Windsor Locks		
Lower River				2%	6.9%
Chester	Deep River	Essex	Old Lyme		
Westbrook					
New Haven				14%	6.9%
Bethany	Branford	Cheshire	Clinton		
East Haven	Guilford	Hamden	Killingworth		
Madison	Meriden	New Haven	North Branford		
North Haven	Orange	Wallingford	West Haven		
Woodbridge					
New London				8%	6.9%
Bozrah	Canterbury	East Lyme	Franklin		
Griswold	Groton	Ledyard	Lisbon		
Montville	New London	North Stonington	Norwich		
Old Lyme	Old Saybrook	Plainfield	Preston		
Salem	Sprague	Stonington	Waterford		
Hopkinton	RI - Westerly	Rhode Island			
Stamford				17%	6.9%
Darien	Greenwich	New Canaan	Norwalk		
Stamford	Weston	Westport	Wilton		
Torrington				2%	6.9%
Canaan	Colebrook	Cornwall	Goshen		
Hartland	Kent	Litchfield	Morris		
Norfolk	North Canaan	Salisbury	Sharon		
Torrington	Warren				
Waterbury				10%	6.9%
Bethlehem	Middlebury	Naugatuck	Prospect		
Southbury	Thomaston	Waterbury	Watertown		
Wolcott	Woodbury				

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FEDERALLY FUNDED OR ASSISTED PROJECTS (only)

APPENDIX B

(Labor Market Goals)

GOALS

Standard Metropolitan Statistical Area (SMSA) Minority Female

Bridgeport - Stamford - Norwalk - Danbury	10.2%	6.9%
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Bethel	Bridgeport	Brookfield	Danbury
Darien	Derby	Easton	Fairfield
Greenwich	Milford	Monroe	New Canaan
New Fairfield	Newton	Norwalk	Redding
Shelton	Stamford	Stratford	Trumbull
Weston	Westport	Wilton	

Hartford - Bristol - New Britain	6.9%	6.9%
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Andover	Avon	Berlin	Bloomfield
Bolton	Bristol	Burlington	Canton
Colchester	Columbia	Coventry	Cromwell
East Granby	East Hampton	East Hartford	East Windsor
Ellington	Enfield	Farmington	Glastonbury
Granby	Hartford	Hebron	Manchester
Marlborough	New Britain	New Hartford	Newington
Plainville	Plymouth	Portland	Rocky Hill
Simsbury	South Windsor	Southington	Stafford
Suffield	Tolland	Vernon	West Hartford
Wethersfield	Willington	Windsor	Windsor Locks

New Haven - Waterbury - Meriden	9.0%	6.9%
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Beacon Falls	Bethany	Branford	Cheshire
Clinton	East Haven	Guilford	Hamden
Madison	Meriden	Middlebury	Naugatuck
New Haven	North Branford	North Haven	Orange
Prospect	Southbury	Thomaston	Wallingford
Waterbury	Watertown	West Haven	Wolcott
Woodbridge	Woodbury		

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**FEDERAL
LABOR MARKET AREA GOAL**

New London - Norwich				4.5%	6.9%
Bozrah	East Lyme	Griswold	Groton		
Ledyard	Lisbon	Montville	New London		
Norwich	Old Lyme	Old Saybrook	Preston		
Sprague	Stonington	Waterford			

Non SMSA				Minority	Female
Litchfield - Windham				5.9%	6.9%
Abington	Ashford	Ballouville	Bantam		
Barkhamsted	Bethlehem	Bridgewater	Brooklyn		
Canaan	Canterbury	Central Village	Cahplin		
Colebrook	Cornwall	Cornwall Bridge	Danielson		
Dayville	East Canaan	East Killingly	East Woodstock		
Eastford	Falls Village	Gaylordsville	Goshen		
Grosvenor Dale	Hampton	Harwinton	Kent		
Killignly	Lakeside	Litchfield	Moosup		
Morris	New Milford	New Preston	New Preston		
Marble Dale					
Norfolk	North Canaan	No. Grosvenordale	North Windham		
Oneco	Pequabuck	Pine Meadow	Plainfield		
Pleasant Valley	Pomfret	Pomfret Center	Putnam		
Quinebaug	Riverton	Rogers	Roxbury		
Salisbury	Scotland	Sharon	South Kent		
South Woodstock	Sterling	Taconic	Terryville		
Thompson	Torrington	Warren	Warrenville		
Washington	Washington Depot	Wauregan	West Cornwall		
Willimantic	Winchester	Winchester Center	Windham		
Winsted	Woodstock	Woodstock Valley			

Master Municipal Agreement for Construction Projects
Schedule C

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2012)**

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section I, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned

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construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

Master Municipal Agreement for Construction Projects

Schedule D

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor. During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below.

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(E) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dcl.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts, however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. 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 covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**MASTER MUNICIPAL AGREEMENT
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Master Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the “DOT”), and the TOWN OF EAST HARTFORD, 740 Main Street, East Hartford, Connecticut 06108 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Accumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 “Administer,” “Administering” or “Administration” of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects

1.3 “Authorization to Award Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 “Consulting Engineer” means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 “Contingencies” means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT’s determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 “Construction Project” means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality’s behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 “Contract Items” means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.11 “Depreciation Reserve Credit” means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 “Design Services During Construction” means design services required during the construction phase, with the DOT’s prior approval, which may include, but are not limited to,

Master Municipal Agreement for Construction Projects

construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

Master Municipal Agreement for Construction Projects

necessary by the DOT.

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

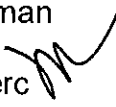
1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

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: July 5, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Flood Protection System Rehabilitation Contract
Toe Drain Replacement Project – Phase 2
Design Contract Authorization Modification

Attached is a memo from Public Works identifying an amount of money not included in the original contract price acted on by the Town Council at their June 4, 2013 meeting. The amount that needs to be added is \$46,670.00, bringing the total to \$529,445.00. This money is not an addition. It was always part of the contract that was inadvertently left off the last correspondence.


Please place on the Town Council agenda of July 16, 2013 meeting.

Thank you

C: M. Walsh, Director Finance Dept.
T. Bockus, Director Public Works
D. Horan, Town Engineer
N. Casparino, Civil Engineer

MEMORANDUM

TO: Mayor Marcia A. Leclerc

FROM: Tim Bockus, Public Works Director 

DATE: July 3, 2013

RE: Referral to Council
Flood Protection System Rehabilitation
Toe Drain Replacement Project – Phase 2
Design Contract Authorization Modification

The Town Council authorized Public Works to enter a professional services contract associated with the design of the Toe Drain Replacement Project Phase 2 at their meeting on June 4, 2013. The overall scope of work and the tasks identified in the documentation for contract that was submitted to the Town Council have not changed. Unfortunately, the memorandum submitted in support of the professional services contract did not include the cost of the work associated with pipe cleaning work in the amount of \$46,670 which was identified in the draft contract. The task is not included in the lump sum cost due to the unknown level of effort associated with cleaning to allow the inspection of the existing pipes. The value of this effort is a not to exceed value and will be paid for based on actual quantities.

The following is provided to clarify the cost of the project:

- | | |
|----------------------------|-----------------------------------------|
| 1. Lump sum contract value | = \$478,675 |
| 2. Task 2a | = \$4,100 (not to exceed value) |
| 3. <u>Task 2b</u> | = <u>\$46,670 (not to exceed value)</u> |
| Total Contract value | = \$529,445 |

The contract amount authorized at the June 4th meeting for the design effort was \$482,775. (lump sum & Task 2a cost).

Please request that this item be placed on the upcoming Town Council agenda to increase the value of the professional services contract for the project by \$46,670 to a total cost of \$529,445. We apologize for any confusion this request may cause.

MEMORANDUM

TO: Tim Bockus, Public Works Director

FROM: Nick Casparino, Civil Engineer *NSC*

DATE: July 3, 2013

RE: Referral to Council
Flood Protection System Rehabilitation
Toe Drain Replacement Project – Phase 2
Design Contract Authorization Modification

The Town Council authorized Public Works to enter a professional services contract associated with the design of the Toe Drain Replacement Project Phase 2 at their meeting on June 4, 2013. The Contract covers the development of bid documents for repairs to the collector drains and the replacement of toe drains associated with the Cherry Street and Meadow Hill Pump Stations. The projects limits are from the Rail Road Crossing to Interstate 84 (Cherry St. Station) and from Route #2 to Brewer Lane (Meadow Hill Station). The replacement of the drainage system is required to provide the appropriate factors of safety associated with seepage / stability of the levee for the 500 year flood event (design event for the flood protection system). The project will include the installation of features to assist the Town in future maintenance operations and CCTV inspection of the system. Task 2b was included in the contract to provide the cleaning of the existing pipes to allow for the CCTV inspection of the pipes. Due to the unknown quantities involved, the work will be paid for on a unit cost basis. The Town will only pay for the amount of cleaning necessary to complete the task. The contract value of the Task is a not to exceed value.

In my memorandum dated May 28, 2013, the cost of Task 2b in the amount of \$46,670 was inadvertently not included in the overall cost of the project. The draft contract submitted in support of the request did include the task and identified the cost of the work. We feel that the some cleaning of the existing pipes will be required to complete the design effort. Task 2a and 2b have been established as separate items in order to save the Town money if the work is not required or a lesser effort is required. A copy of the contract is attached for informational purposes.

Cost of Professional Service Contract for the Toe Drain Replacement Project – Phase 2 that was approved by the Town Council was \$482,775 (lump sum + task 2a).

Please place a request on the upcoming Town Council agenda for the Council to modify the existing authorization for the professional services contract to increase the cost from \$482, 775 to \$529,445. I apologize for not identifying this element in the original request. Thank you for your assistance.

xc: Denise Horan, Town Engineer
transmit to council2



Geotechnical
Environmental
Water Resources
Ecological

May 28, 2013
Revised June 14, 2013
Proposal 617754

Ms. Denise Horan, P.E.
Town Engineer
740 Main Street
East Hartford, CT 06108

Dear Ms. Horan:

**Re: Proposal for Engineering Services for Toe Drain Design – Phase 2
East Hartford Flood Control System
East Hartford, Connecticut**

We are pleased to submit this proposal to provide engineering design services for a portion of the toe drain system for the East Hartford flood control system. This work is associated with Bid #12-01 Professional Engineering Design Services for the rehabilitation of the Town's flood protection system.

Background

We previously performed an evaluation of the toe drain system and presented our findings and recommendations in reported titled "Toe Drain System Evaluation Summary" dated September 2012. In our report we separated the toe drain system into six segments and provided recommendations for each segment. The toe drain system segments as defined by GEI are summarized below:

- Toe Drain Segment 1, Sta. 33+27 to Sta. 95+00
- Toe Drain Segment 2, Sta. 99+20 to Sta. 125+80
- Toe Drain Segment 3, Sta. 132+25 to Sta. 161+50
- Toe Drain Segment 4, Sta. 161+50 to 189+00
- Toe Drain Segment 5, Sta. 189+00 to 213+43
- Toe Drain Segment 6, Sta. 213+43 to 240+00

We are currently under contract to design repairs to Toe Drain Segment 3. That design work has been defined as Phase 1. The work included in this contract includes designing and preparing construction contracts documents for repairs to Toe Drain Segments 1, 2, 4, 5, and 6 of the toe drain system and is defined as Phase 2.

Our Toe Drain System Evaluation Summary Report provided recommendations for repairs to specific reaches of each Segment of the Toe Drain System. In summary, the recommendations (excluding Segment 3) were:

- About 5,495 linear feet of toe drain be left in place with no action (Sta. 40+05 to 95+00).
- About 9,860 linear feet of toe drain be replaced (Sta. 99+20 to 125+80, Sta. 161+50 to 184+00, and Sta. 201+20 to 219+50).
- About 4,400 linear feet of toe drain be decommissioned (Sta. 33+50 to 40+05, Sta. 184+00 to 201+20, and Sta. 219+50 to 239+75).

The Phase 2 toe drain design project and contract documents will address the above recommendations for decommissioning and replacement in the Toe Drain System Evaluation Summary (GEI, 2012). Decommissioning of the manholes is proposed to consist of grouting select locations, including laterals to the collector drains.

Replaced toe drain segments will include access points about every 300 linear feet for future maintenance activities.

Scope of Service

Based on the recommendations above, we propose the following scope of service:

1. Site Visit: We will visit the site to evaluate work areas, design considerations and site access. We will also use this visit for site reconnaissance in preparation of the subsurface explorations (see Task 2). We have budgeted for two separate site visits.
2. Subsurface Explorations: In reaches where toe drain replacement is recommended we will perform a subsurface exploration program consisting of test pits to characterize the levee and foundation materials at the proposed toe drain locations and aid in the engineering design of the toe drain. We will also perform a CCTV inspection of the collector drain pipes that will collect and conduct seepage waters from the proposed toe drain. We will use this information to supplement information collected during the 2007 CCTV inspection of the collector drain and 2008 investigation of the toe drain system.

A GEI engineer or geologist will be on site full time during the subsurface exploration and CCTV inspection to coordinate the activities and to observe and document the conditions.

For the test pits, we will prepare a Field Exploration Work Plan which will outline test pit locations, depths, and excavation/backfill procedures. We will submit the Work Plan for USACE approval before we begin the test pits.

We will engage Geologic Earth-Explorations, Inc. to perform five days of test pit excavations with a hydraulic excavator along the landside toe of the levee and proposed locations of the toe drain. We anticipate 14 test pits will be excavated to a depth of up to 10 feet. Additionally, we will perform some excavations to expose manholes that have

been buried. We assumed the quantity, and approximate timing for the test pits will follow:

- Segment 1: Excavate two test pits (1/2 Day)
- Segment 2: Excavate three tests pits, Locate 5 manholes (2 Days)
- Segment 4: Excavate five test pits, Locate 2 manholes (1 Day)
- Segment 5: Excavate two test pits, Locate 3 manholes (1 Day)
- Segment 6: Excavate two test pit, Locate 1 manhole (1/2 Day)

The manholes will be left exposed once they are located unless they are more than 1 foot deep. We anticipate two manholes (No. 7 and No. 26) are buried by more than 5 feet of soil. If the excavations are too deep to safely keep the manhole exposed, we will stake the manhole and backfill. We anticipate the remaining manholes are less than a few feet below the existing ground surface.

Test pits will be backfilled with the excavated materials and compacted in 6-inch loose lifts with a vibratory compactor. GEI's engineer or geologist will observe and document the compaction. Geologic's proposal is included in Attachment A.

We will perform geotechnical laboratory testing on soil samples collected from the test pits. The laboratory testing will include gradation with hydrometers and Atterberg limits tests. The laboratory testing will aid in soil classification and evaluation of filter design criteria.

We will engage The Environmental Quality Company (EQ Northeast) to perform a CCTV inspection of the pipes that will collect and conduct seepage waters from the proposed toe drain. We will use this inspection of the collector drains to explore the current alignment, uses, and condition of the collector drain. We will provide up to 4 days of CCTV inspection. We anticipate our CCTV investigation will be performed at the following locations:

- Collector Drains North of Cherry Street Pump Station (about 675 feet of pipe)
- Collector Drains South of Cherry Street Pump Station (about 1,275 feet of pipe)
- Collector Drains from Station 170+00 to Station 185+00 (about 1,725 feet of pipe)
- Collector Drains and Town Storm Drain along Pitkin St. from the Meadow Hill Pond Inlet channel to Main Street (about 2,100 feet of pipe)
- Collector Drain on the east side of Main Street from Manhole 26 to end of the existing collector drains (about 1,250 feet of pipe).

The toe drains from Manhole 26 to the end of the existing system are proposed to be abandoned, however we will still CCTV to observe the condition of the collector drains as they surface drainage from the parking areas behind Town Hall.

We have assumed we will access the pipes via manholes and catch basins. If we locate a blockage, plug, or damaged pipe, the inspection will be terminated however, if access is

available from the other side (via another manhole or catch basin), we will continue the CCTV inspection on that side to assess the extent of the blockage. We have assumed police details will be required for 2 days to perform the work. We have assumed that no bypass pumping or dewatering of the pipes will be necessary. We will not provide any cleaning of the pipes within this scope of work. EQ Northeast's quote is included in Attachment B.

We will prepare a brief data report summarizing the test pits and observations from the CCTV inspections. Included in our data report will be a DVD copy of the CCTV inspections and EQ's PACP sewer report.

During the Phase 1 work we encountered heavy petroleum odor and staining in soils adjacent to the former bulk oil terminal property (now the Riverpoint Condominium building) and environmental soil characterization was performed. We have assumed no environmental soil characterization is necessary, however see as described in Task 4 below, we will perform a Corridor Land Use Evaluation. If warranted, we may recommend environmental samples be collected for characterization on select properties.

Task 2A: If the manholes are necessary to remain exposed to perform CCTV inspection, we will leave steel plates over the excavation and backfill after the CCTV inspections have been performed. Four plates will be mobilized to the site at the beginning of the test pit program and will be used as needed. We have assumed an additional period of 3 weeks the plates cover test pits. During the CCTV inspection, Geologic will remobilize to the site to remove the plates and perform backfilling.

Task 2B: As an optional task, EQ will perform a cleaning of sediment within the collector drain pipe. The sediment will be removed via a jet washing from a truck at the downstream end of the pipe. Additionally, a vacuum truck will collect sediment and water as it is washed out the pipe and the sediment and water collected will be disposed. For the purpose of this proposal, we have assumed the half of the collector pipes inspect will be approximately 10% filled with sediment. Our assumed quantities are based on this assumption as follows:

- 5 days of pipe cleaning
- 70 tons of sediment will be collected and disposed
- (1) 3,000 gallon water truck will be used per day supplied
- (1) 3,000 gallon of water will be collected and disposed per day.

3. Survey: We will engage BSC Group to perform a survey to provide a base map as a basis for our design. The survey area for this work will consist of the entire length of toe drain repair areas outlined above. In addition, BSC will incorporate their previous survey work to develop a set of right-of-way maps for the entire East Hartford Flood Control System. BSC Group's specific survey scope of work and work area boundaries is included in Attachment C.

4. Corridor Land Use Evaluation: We will perform a corridor land use evaluation in general accordance with CTDOT Division of Environmental Compliance, Tasked Based Contaminated Soil/Groundwater Scope, Task 110. Work will include
 - a. Perform site visit to walk the alignment and review the corridor,
 - b. Compile and review available historical sources of information about the properties along the corridor. Historical sources to be utilized include: town land records (including Tax Assessor's and street directories), ConnDOT Sanborn Maps, CTDEEP aerial photographs, current and historical USGS quadrangle maps, and commercial data base inventories of standard federal and state environmental records (per ASTM Standard Section 7 .2.1.1 E-1527).
 - c. Prepare an inventory and tabulate present and former land uses of the properties adjacent to the work areas. Each land use in the inventory will be tabulated by Assessor's recorded map, block and parcel numbers. We will identify the ownership of each parcel in the inventory, and list the facilities, materials and activities typically associated with each land use.
 - d. Identify the relative environmental risk (low, moderate or high) associated with each parcel in accordance with the CTDOT criteria based upon the available information

We will prepare a Corridor Land Use Evaluation report. The report will include the following sections:

- a. Background: Including a description of the nature of the assignment, the evaluation team and key research dates;
 - b. Project description: Including the location and scope of the project;
 - c. Discussion of Present Land Uses: Including a general characterization of current uses, discussion of federal and state requirements associated with any regulated land uses identified, and discussion of any factors suggesting the presence of moderate or high risk land uses;
 - d. Discussion of Past Land Uses: Same as above;
 - e. Summary and Conclusions: Including recommendations for further evaluation;
 - f. Land Use Tabulation and Property Risk Evaluation Table;
 - g. Appendices: Project Location Map, Cell Map, commercial data base inventories of standard federal and state environmental records (per ASTM Standard Section 7 .2.1.1 E- 1527), and Standard Land Use Evaluation Sheets.
5. East River Drive and Pitkin Street Utility Company Coordination: We anticipate that the toe drain repairs may need to cross East River Drive. We will coordinate planning and design with the following utilities:
 - Comcast
 - Fiber Technologies Networks, LLC

- Level 3 Communications, LLC
- AT&T Connecticut
- WiTel Communications, LLC
- Northeast Utilities Service Company
- Connecticut Natural Gas Corporation
- Metropolitan District Commission
- Exxon Mobil

Our coordination efforts will consist of mailing PDF copies of the 90% Design Drawings, follow-up telephone calls, and revising the plans and specifications based on the utility company review comments. We will provide hard copies of the drawings if requested by the utility companies.

No test pit or utility location effort is included in this scope of work.

6. CTDOT Coordination: Portions of the toe drain system are crossing or immediately adjacent to CTDOT property. We will coordinate assist the Town in coordinating with CTDOT. Our efforts will include an initial meeting with the CTDOT, providing design submittals to the CTDOT for review, follow-up telephone calls, and incorporating comments CTDOT comments in to subsequent design submittals. We also propose to participate in up to two meetings with CTDOT to discuss the project.
7. USACE Coordination: We anticipate the USACE will want to review proposed modifications to the system at a conceptual design stage. We have budgeted time for us to coordinate with the USACE for modifications, existing and proposed, to the toe drain system. Our coordination efforts will consist of providing 35% Design Drawings, follow-up telephone calls, and revisions based on USACE comments. We do not plan on developing specifications as part of the 35% Design. We will attend up to two meetings with the USACE to discuss the propose design, process for toe drain decommissioning and the proposed final toe drain system upon completion of the project. We will prepare a figure illustrating the proposed final toe drain system for the full levee system which will highlight known modifications since the original system construction.
8. Toe Drain Repair Contract Documents: We will prepare construction drawings and contract documents for the toe drain repairs including:
 - Construction Drawings. We will provide up to 43 construction drawings. Our assumed list of drawings is as follows:
 - Cover Sheet/Drawing List (1 sheet)
 - General Notes (1 sheet)
 - Erosion and Sediment Control Notes and Details (1 sheet)
 - Survey Layout (1 sheet)

- Existing Conditions – (from BSC Survey)
- Toe Drain Repair Plan and Profile – Segment 1 (1 sheet)
- Toe Drain Repair Plan and Profile – Segment 2 (5 sheets)
- Toe Drain Repair Plan and Profile – Segment 4 (5 sheets)
- Toe Drain Repair Plan and Profile – Segment 5/6 (7 sheets)
- Toe Drain Sections –Segment 1 (1 sheet)
- Toe Drain Sections –Segment 2 (4 sheet)
- Toe Drain Sections –Segment 4 (4 sheets)
- Toe Drain Sections –Segment 5 (2 sheet)
- Toe Drain Sections –Segment 6 (4 sheet)
- Typical Sections and Details (6 sheets)

Note: No maintenance and protection of traffic plans are included. We anticipate requiring the contractor to provide maintenance and protection of traffic plans for the various work areas if necessary.

- Construction Contract including Bid Forms and Schedule, General Conditions, and Special Provisions.
- Project technical specifications including:
 - Summary of Work
 - Measurement and Payment
 - Project Management and Coordination
 - Submittal Procedures
 - Temporary Facilities and Controls
 - Traffic Control
 - Project Permits and Environmental Controls
 - Control of Water
 - Layout of Work and Survey
 - Project Closeout
 - Site Clearing
 - Selective Demolition
 - Excavation
 - Fill and Backfill
 - Erosion and Sediment Control
 - Bituminous Concrete Paving
 - Granite Curbing
 - Subdrainage
 - Reinforced Concrete Pipe
 - Manholes, Catch Basins, Frames, and Covers
 - Abandonment of Existing Utilities
 - Site Restoration
 - Seeding
 - Basic Concrete Materials
 - Cast-In-Place Concrete
 - Non Shrink and Epoxy Anchor Grout
- Opinion of Probable Construction Cost Estimate and Schedule.

We have budgeted to provide the following design submittals:

Submittal	Distribution	Copies			
		PDF	Drawings		Specs
			Full Size	Half Size	
35% Design	Town	1	0	1	0
	USACE	1	0	1	0
90% Design	Town	1	1	1	1
	CTDEEP	1	1	1	1
	USACE	1	0	1	1
Issued for Approval	Town	1	2	2	2
	CTDEEP	1	1	1	1
	USACE	1	0	1	1
Issued for Bid	Town	1	2	2	2
	CTDEEP	1	1	1	1
	USACE	1	0	1	1
	Totals	11	8	11	11

We will summarize comments received by the Town and USACE into a response document for each submittal. The response document will be included with the subsequent submittal. We will provide the Town with CAD files and PDF files of the drawings and contract documents.

9. Permit Coordination: We will assist the Town in permitting the Phase 2 Toe Drain Repair. Replacement of the toe drain system was included in previous state, federal permit applications associated with the 2010 FEMA Accreditation Repair Project. Our scope will be limited to the following:

- Local Permits
 - Preparing a local permit application for sediment and erosion control plan.
 - Preparing a local permit application for natural resources and filling.
 - Providing a project description for the Town's 8-24 Referral.
- State Permits
 - Coordinating with the CTDEEP to obtain written authorization under the current Dam Safety permit for the proposed work.
- Federal Permits
 - Coordinating with the USACE to obtain written authorization under the current USACE permits for the proposed work.
 - Coordinating with the USACE to obtain written authorization to modify the levee to include the proposed modifications.

This work will include completion of application forms, posting of public notice signs for local permits, and attending one public meeting/hearing. The drawings attached to the applications will include the 90% design drawings.

Two copies of the draft version of each of the applications, including attachments will be provided to the Engineering Department for review. The applications will be revised based on the Engineering Departments comments. We will prepare 12 copies of the soil erosion and sediment control. We will provide 2 copies of the full size drawings and 12 copies of the half size drawings for the applications.

We assume that no additional CTDEEP permits are required for this activity (new permits or modifications to the existing permit).

We assume that we will not need to prepare a local application for permission to conduct a regulated activity within inland wetlands because a dam construction permit is required. The proposed work does not include any wetland or ecological surveys. We will indicate the wetland limits and other ecological information in the drawings and applications based on information available from Town and State GIS internet sites.

We assume that we will not need to prepare a local site plan application as no new building construction is proposed. We assume that we will not need to prepare a flood hazard zone development permit application as the proposed work is located on the landside of the flood control system.

We assume no additional federal environmental permitting is required. We will send a letter requesting the USACE – New England District approve the project. We will coordinate with the USACE to obtain written authorization under the current permit for the proposed work. We assume the review and approval will occur at the District level and no additional documentation besides updated design plans and specifications will be required.

10. Toe Drain Repair Contract Bidding Support: We will support the Town's bidding process by completing the following scope items:

- Host Bid Documents on our Sharefile FTP Server.
- Attend a Pre-Bid Meeting with Contractors.
- Address Bid Questions, as necessary. For budgeting, we have assumed ten bid questions.
- Prepare Bid Addendum, as necessary. For budgeting, we have assumed one addendum with minor modifications, clarifications or revisions on three specification sections and three drawings.
- Summarize Bids. We will provide a summary memorandum of our review of the bids. The summary will include a table of the bids as well as comparison to the engineer's opinion of probable cost.

Assumptions

Our proposal includes the following assumptions in addition to the assumptions described in our scope description above:

- 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.
- Existing federal and state permitting has already been obtained as part of the 2010

FEMA Accreditation Repair Project.

- No wetland delineation is required.
- No environmental soil characterization will be performed.
- No contract documents associated with environmentally-impacted soils are necessary.

Cost

We will perform the above scope of service, (except Task 2A and Task 2B) for a lump sum fee of \$478,675. The breakdown of our proposed costs is included in Table 1.

We propose Task 2A to be performed on unit cost basis. Based on the assumptions stated above, we recommend establishing a budget of \$4,100.

The quantity of sediment in the collector drains is unknown and will affect the overall effort and costs to perform the Task 2B pipe cleaning work. Therefore we propose to perform that work on a unit cost basis. Based on the assumptions stated above, we recommend establishing a budget of \$46,670.

Our proposed unit prices and estimated quantities are included in Table 2.

Invoices will be submitted monthly based on the estimated percent complete at the end of the billing period.

Schedule

We are prepared to begin work within one week of receiving an NTP. We anticipate completing the scope as outlined in the attached Schedule.

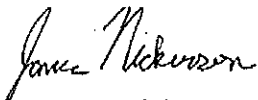
Conditions

Our services will be provided under the Conditions of Engagement dated April 23, 2008, previously negotiated with the Town of East Hartford. The Conditions of Engagement are included in Attachment D.

Thank you for the opportunity to submit this proposal. We look forward to continuing 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:

Enclosures

Schedule

Table 1 – Man-Hour Projection and Cost Estimate

Table 2 – Optional Collector Drain Pipe Cleaning

Attachment A – Geologic's Test Pit Proposal

Attachment B – EQ Northeast’s CCTV Inspection Proposal
Attachment C – BSC Group’s Survey Proposal
Attachment D – Conditions of Engagement
Attachment E – Certificate of Insurance

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

Witnesses

Signature

Name

Signature

Name:

Town of East Hartford

Signature

Marcia A. Leclerc

Title

Date

Witnesses

Signature

Name

Signature

Name

GEI Consultants, Inc.

Signature

Jim Nickerson

Project Manager

Date

Connecticut Corporate Engineering Practice – Certificate of Authorization No. 393

Approved by Form by _____
Scott Chadwick, Corporation Counsel

Table 1 - Lump Sum Fee Worksheet

Project: Phase 2 Tee Drain Design
 Client: Town of East Hartford
 City/State: East Hartford, Connecticut
 Proposal Number: 617754
 Date: 12-Jun-13

Task	Estimated Hours										Labor Totals				Direct Expenses				Totals		
	Admin Start	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer	Engineer	Line Item Hours	Task Hours	Line Item Cost	Task Cost	Misc. (Reproduction, Shipping, etc.)	Subcontract	Field and Travel	Task Total	Task	Cumul.	
1 - Site Visits																					
Initial Site Visit (Evaluate Work Areas)																					
Second Site Visit (Define Limits of Work and Site Access)																					
Preparation and Follow-up																					
2 - Subsurface Explorations																					
Layout Test Pit Locations																					
Subcontracted excavator (plus coordination)																					
Monitor Test Pits - Assume 6 days plus preparation																					
Create Test Pit Logs																					
Lab Testing (Plan, Perform, Review Results)																					
Subcontracted CCTV Inspection (plus coordination)																					
Monitor CCTV Inspection - Assume 5 day plus prep																					
Review CCTV Inspection Videos and Logs																					
Evaluate Exploration Results/Prepare Summary Memo																					
3 - Survey																					
Existing Condition Survey - BSC Subcontract																					
Coordination (subcontract, coordination, review)																					
4 - Corridor Land Use Evaluation																					
Site visit, data compilation, and review up to 45 priorities																					
Report preparation																					
5 - Utility Coordination																					
Issue Drawings																					
Coordination Follow-up																					
6 - CTDOT Coordination																					
Provide Design Submittals, Coordination																					
Meetings - up to 2																					
7 - USACE Coordination																					
Issue Drawings and Identify Modifications																					
Meetings - up to 2																					
Coordination Follow-up																					
8 - Contract Documents																					
Develop up to 45 Design Drawings																					
G-Series (General Notes, E&S, Survey Layout)																					
Existing Conditions (incorporate BSC Survey)																					
Tee Drain Repair Plans/Profiles																					
Repair Cross Sections																					
Repair Details																					
Maintenance of Traffic																					
Contract Documents including general terms and conditions																					
Create Bid form and Notice to Bidders																					
Create New or Modify existing specs (Up to 25 Specs)																					
Estimate of probable const. costs and schedule																					
Submittals																					
25% Design Submittal Reproduction																					
Response to Comments																					
90% Design Submittal Reproduction																					
Response to Comments																					
Issued for Approval Submittal Reproduction																					
Response to Comments																					
Issued for Bid Submittal Reproduction																					

Table 1 - Lump Sum Fee Worksheet

Project: Phase 2 Toe Drain Design
 Client: Town of East Hartford
 City/State: East Hartford, Connecticut
 Proposal Number: 617754
 Date: 12-Jun-13

Task	Estimated Hours										Labor Totals			Direct Expenses				Totals			
	Office CADD Staff	Admin Staff	Engineer 1	Engineer 2	Engineer 3	Engineer 4	Engineer 5	Engineer 7	Engineer 8	Engineer 8	Line Item Hours	Task Hours	Line Item Cost	Task Cost	Misc. (Reproduction, Shipping, etc.)	Subcontract	Field and Travel	Task Total	Task	Cumul.	
9 - Permit Confirmation	1	2	12	12	12	12	12	6	6	8	33	123	\$4,448	\$18,380	\$1,000	\$0	\$0	\$1,000	\$19,380	\$467,940	
Local Site Plan Review Application	1	2	12	12	12	12	6	6	8	33			\$4,448								
Local Erosion and Sediment Control	1	2	12	12	12	12	6	6	8	33			\$4,448								
Local E&S Referral Description	1	2	12	12	12	12	6	6	8	33			\$956								
Local Permit Application Reproduction	1	2	12	12	12	12	6	6	8	33			\$2,852								
CTDEEP Dam Safety Permit Coordination	1	1	1	1	1	1	1	1	1	1	10		\$1,892								
USACE Regulatory Permit Coordination	1	1	1	1	1	1	1	1	1	1	10		\$1,892								
USACE Levee Safety Permit Coordination	1	1	1	1	1	1	1	1	1	1	10		\$1,892								
10 - Bidding Support											116		\$649	\$16,335	\$400	\$0	\$0	\$400	\$16,735	\$478,675	
Host Bid Documents	2	1	2	1	1	1	1	1	1	5			\$649								
Pre-Bid Meeting	2	1	2	1	1	1	1	1	1	5			\$649								
Address Bid Questions	2	1	2	1	1	1	1	1	1	5			\$3,932								
Prepare up to 2 Bid Addendum	2	1	2	1	1	1	1	1	1	5			\$3,306								
Summarize Bids, Reference Check	2	1	2	1	1	1	1	1	1	5			\$2,656								
Prepare Confirmed Contract Documents	2	1	2	1	1	1	1	1	1	5			\$2,679								
Total G&E Hours	716	78	622	428	497	487	184	253	17	2815			\$3,111								
G&E Labor Subtotal	\$77,328	\$6,864	\$67,176	\$50,504	\$64,771	\$28,888	\$59,996	\$4,063					\$393,590								

Total Labor \$393,590
 Total Direct Costs = \$119,085
 Estm. Total Cost = \$478,675

Expense Total: \$119,085

Table 2 - Unit Price Item Worksheet
 Project: Phase 2 Toe Drain Design
 Client: Town of East Hartford
 City/State: East Hartford, Connecticut
 Proposal Number: 617754
 Date: 6/12/2013

Task 2A Unit Prices

Item No.	Description	Qty	Unit	Rate	Total	Comments
1	Mobilization	1	each	\$ 800	\$ 800.00	
2	Steel Road Plate Rental	12	wk	\$ 275	\$ 3,300.00	Assume 4 plates for 3 weeks
				Subtotal	\$ 4,100.00	

Task 2B Unit Prices

Item No.	Description	Qty	Unit	Rate	Total	Comments
1	Contractor coordination/management	5	day	\$ 500	\$ 2,500.00	
2	EQ Cleaning Daily Rate	5	day	\$ 5,300	\$ 26,500.00	
3	GEI Field Labor Day Rate	5	day	\$ 944	\$ 4,720.00	Assume Grade 3 Eng. At \$118/hr
4	Transportation and Disposal - Sediment	70	ton	\$ 140	\$ 9,800.00	
5	Transportation and Disposal - Water	5	Truck	\$ 450	\$ 2,250.00	Based on 3,000 gallon truck
6	Supplied water for cleaning	5	Truck	\$ 180	\$ 900.00	Based on 3,000 gallon truck
				Subtotal	\$ 46,670.00	

Water usage and sediment disposal assumes pipe is 5% filled with sediment

Attachment A

Geologic's Test Pit Proposal

Geo Logic-Earth Exploration, Inc.**PROPOSAL***WBE Certified in All New England States*

7 Sherwood Drive, Norfolk, MA 02056

via EMAIL

Tel: (508) 384-4434 FAX: (508) 384-4452

Date: January 21, 2013

Revised 5-28-2013

Subject: East Hartford Levee - Test Pits**To:** Mike Flynn
GEI Consultants, Inc.**Tel:**
cell: 781.697.0087
e:mail mflynn@geiconsultants.com**Scope of Work:**

Perform five days of test pits at the East Hartford Levee site. The excavations are to be between 5' and 10' in depth to locate and inspect the toe drain. Upon completion of each test pit the soil will be returned to the hole and compacted with a plate compactor in 12" lifts. Geologic will be responsible for reseeding the excavation areas as well. There is no police detail required for this project. This work does not fall under the Davis Bacon Act. Geologic will supply a bond to the City of East Hartford and obtain an encroachment permit for the project. The cost below includes the bond and permit cost plus the project manager's time to obtain the permit.

ITEM	DESCRIPTION	UNIT \$	ESTIMATED QUANTITY	TOTAL \$
1)	Mobilization/Demobilization - Excavator	800.00 /ls	2 ls	1,600.00
2)	Day Rate - Excavator & Crew	1,575.00 /day	6 days	9,450.00
3)	Overtime after 8 hours on site	245.00 /hr	12 hrs	2,940.00
4)	Plate Compactor Rental	150.00 /day	6 days	900.00
5)	Digsafe	300.00 /ls	1 ls	300.00
6)	Grass Seed	100.00 /bag	1 bag	100.00
7)	Encroachment Permit includes PM time	550.00 /ls	1 ls	550.00
8)	Top Soil	14.75 /bag	100 bags	1,475.00
9)	Mobilization/Demobilization - Steel Road Plates	1,250.00 /ls	1 ls	1,250.00
10)	8'x10' Steel Road Plates (assume 4 for 1 month)	275.00 /week	16 week	4,400.00

ESTIMATED TOTAL: \$22,965.00

Quantities listed are considered estimates not to be exceeded without notification of the Client. Price quotations will be held firm for a period of ninety days unless otherwise specified. Changes in project quantities or requirements may be cause for revision of prices as listed.

Thank you for the opportunity to submit this proposal. Feel free to call with any questions or comments.

Prepared by: _____
Scott Canning

This work can be scheduled by authorizing this proposal below:

Authorized by : _____

Date: _____

Attachment B

EQ Northeast CCTV Inspection Proposal



May 23, 2013

Mr. Hugo DelRosso
The Environmental Quality Company
1 Prestige Drive, Suite 212,
Meriden, CT 06450

Dear Mr. DelRosso:

**Re: Task Order No. 1
Toe Drain Repair Project Phase 2
East Hartford Flood Control System
East Hartford, Connecticut**

The following summarizes the work to be performed by The Environmental Quality Company (EQ) for the East Hartford Flood Control System Phase 2 Toe Drain Repair Project in East Hartford, Connecticut.

Scope of Service

The Task Order No. 1 Scope of Services includes:

1. **CCTV Inspection:** Provide Closed Circuit Televisions (CCTV) inspection of the following pipes (as shown on the attached plans):
 - Collector Drains North of Cherry Street Pump Station (about 675 feet of pipe),
 - Collector Drains South of Cherry Street Pump Station (about 1,275 feet of pipe),
 - Collector Drains between Station 170+00 to Station 185+00 (about 1,725 feet of pipe),
 - Collector Drains along Pitkin St. from Intersection of Main Street to inlet that the Meadow Hill Storage Pond (about 1,500 feet of pipe), and
 - Collector Drain on the east side of Main Street from Manhole 26 to end of the existing collector drains (about 1,250 feet of pipe).

All CCTV inspection work shall be performed by National Association of Sewer Service Companies (NASSCO), Pipeline Assessment & Certification Program (PACP) certified personnel. The results of the inspection will be provided on a DVD and documented on a printed summary report for each run.

Inspection work will be limited to remote video surveillance. No pipe cleaning or sediment or water removal shall be performed.

Provide confined space entry into all manholes locations to facilitate inspection. All confined space entry shall be compliant with OSHA and State regulations.

Provide all traffic control devices required to perform the work. These will include appropriate cones, barricades and signs to comply with the latest CTDOT Manual on

Uniform Traffic Control Devices for Streets and Highways. Police detail will be required while working on Pitkin Street.

Payment and Budget

Payment for the work will be on a unit cost basis, based on the unit costs provided on the attached quotation dated February 20, 2013. We have established a budget of up to \$19,960 for this work, based on our estimate of quantities (summarized in the table below). Do not exceed the estimated quantities without written authorization.

Item	Description	Rate	Quantity	Total
1	CCTV Inspections	\$3,740	5	\$18,700
2	Police Detail (5 Hour Min.)	\$395	0	\$0
3	Police Detail (8 Hours)	\$630	2	\$1260
		Total:		\$19,960

Schedule

We anticipate issuing a Notice to Proceed in mid July 2013. Begin the work within two weeks of receiving a Notice to Proceed. Complete the CCTV inspections within 3 weeks after beginning the work. Provide a final DVD and inspection report within two week of completing the CCTV Inspections.

Conditions

Services will be provided under the GEI-EQ Subcontract Agreement previously negotiated.

Closing

If you have any questions, please call me at 781-721-4023.

Sincerely,

GEI CONSULTANTS, INC.

Jim Nickerson, P.E.
Project Manager

JFN

Enclosures:

Toe Drain CCTV Location Plans (3 sheets)
EQ Quote No. CTH021713, Dated May 23, 2013.
GEI-EQ Standard Subcontract Agreement



THE ENVIRONMENTAL QUALITY COMPANY

1 PRESTIGE DRIVE, SUITE 212, MERIDEN, CT 06450

QUOTATION # CTH021713 R1

FEBRUARY 20, 2013

MR. MICHAEL FLYNN
GEI CONSULTANTS, INC.
400 UNICORN PARK DRIVE
WOBURN, MA 01801

Dear Mr. Flynn,

Thank you for inquiring with EQ for pricing on this project. This quotation is provided to perform CCTV inspection of the collector drain system in the area of the Pitkin Street Pump Station as requested in your February 18th email. Access to the piping will be through a series of manholes and there will be no cleaning, by-pass pumping or dewatering required.

Please note that EQ maintains ISO 9001, 14001 & OSHAS 18001 registrations at all of our locations throughout the country. As part of the registration process we have created and implemented a very detailed Quality Environmental Health and Safety Management program. All employees are required to follow these procedures in their day to day activities. EQ is one of the few environmental management companies that has taken the time and expense to implement such an extensive program which has paid many benefits. I have attached a brochure that provides additional information about our program. We hope that you understand the value that this brings to you and your clients.

Video:

<i>CCTV Inspection</i>	\$3,740.00 - Day
<i>Police detail (if required)</i>	\$395.00 – 5 hours \$630.00 – 8 hours

Cleaning (if necessary):

<i>Daily rate (8 hours on site)</i>	\$5,300.00 - Day
<i>Transportation and Disposal – Solids/Sediment</i>	\$140.00 – Ton
<i>Transportation and Disposal – Water (3,000 g capacity)</i>	\$450.00 - Load
<i>Supplied water for cleaning (3,000 g capacity)</i>	\$180.00 – Load

Thank you for this opportunity - EQ appreciates your interest in our services. I believe this quotation meets your specifications but please contact me at 860.993.7518 if you have any questions. We are prepared to proceed with the above described work upon issuance of your purchase order or by your signature on this quotation. Please return by fax or email to the location below.

Best regards,
Hugo DelRosso

Account Executive
Phone: 860.993.7518
Fax: 203.630.2530

ACCEPTANCE OF QUOTATION: CTH021713 R1:

By: _____
Signature and Title-Authorized Representative

Date: _____

EQ STANDARD TERMS AND CONDITIONS

The Agreement between the Customer and EQ – The Environmental Quality Company and/or its member companies (hereinafter "EQ") related to or associated with Delivered Waste, as herein defined, shall be governed by the following Standard Terms and Conditions in addition to the terms and conditions contained in any Waste Characterization Report, Customer Approval Quote Confirmation, Generator Approval Notification, Notice of Waste Approval Expiration, and/or Credit Agreement associated with such Delivered Waste.

The Customer may use its standard forms (such as purchase orders, acknowledgments of orders, and invoices) to administer its dealings under this Agreement for convenience purposes, but all provisions thereof in conflict with these terms and conditions shall be deemed stricken.

Definitions

The following definitions shall apply for purposes of this Agreement:

"Acceptable Waste" shall mean any hazardous waste, as defined under applicable State or federal law, determined by EQ as acceptable for treatment and/or disposal in accordance with this Agreement.

"Delivered Wastes" shall mean all wastes (i) which are transported, delivered, or tendered to EQ by the Customer; (ii) which the Customer has arranged for the transport, delivery or tender to EQ; or (iii) which are transported, delivered, or tendered to EQ under a Credit Agreement between the Customer and EQ.

"Non-Conforming Wastes" shall mean wastes that (a) are not in accordance in all material respects with the warranties, descriptions, specifications or limitations stated in the Waste Characterization Report and this Agreement; (b) have constituents or components of a type or concentration not specifically identified in the Waste Characterization Report (i) which increase the nature or extent of the hazard and risk undertaken by EQ in treating and/or disposing of the waste, or (ii) for whose treatment and/or disposal a Waste Management Facility is not designed or permitted, or (iii) which increase the cost of treatment and/or disposal of waste beyond that specified in EQ's price quote; or (c) are not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation and United States Environmental Protection Agency regulations.

Control of Operations.

EQ shall have sole control over all aspects of the operation of any treatment and/or disposal facility of EQ receiving Delivered Wastes under this Agreement (hereinafter,

"Waste Management Facility"), including, without limitation, maintaining EQ's desired volume of Acceptable Wastes being delivered to any Waste Management Facility by the Customer or any other person or entity.

Identification of Waste.

For each waste material to be transported, delivered, or tendered to EQ under this Agreement, the Customer shall provide, or cause to be provided, to EQ a representative sample of the waste material and a completed Waste Characterization Report containing a physical and chemical description or analysis of such waste material, which description shall conform with any and all guidelines for waste acceptance provided by EQ. On the basis of EQ's analysis of such representative sample of the waste material and such Waste Characterization Report, EQ will determine whether such wastes are Acceptable Wastes. EQ does not make any guarantee that it will handle any waste material or any particular quantity or type of waste material, and EQ reserves the right to decline to transport, treat and/or dispose of waste material. The Customer shall promptly furnish to EQ any information regarding known, suspected or planned changes in the composition of the waste material. Further, the Customer shall promptly inform EQ of any change in the characteristic or condition of the waste material which becomes known to the Customer subsequent to the date of the Waste Characterization Report.

Non-Conforming Wastes.

In the event that EQ at any time discovers that any Delivered Waste is Non-Conforming Waste, EQ may reject or revoke its acceptance of the Non-Conforming Waste. The Customer shall have seven (7) days to direct an alternative lawful manner of disposition of the waste, unless it is necessary by reason of law or otherwise to move the Non-Conforming Waste prior to expiration of the seven (7) day period. If the Customer does not direct an alternative disposal, at its option, EQ may return any such Non-Conforming Wastes to the Customer, and the Customer shall pay or reimburse EQ for all costs and expenses incurred by EQ in connection with the receipt, handling, sampling, analyses, transportation and return to the Customer of such Non-Conforming Wastes. If it is impossible or impractical for EQ to return the Non-Conforming Waste to the Customer, the Customer shall reimburse EQ for all costs, of any type or nature whatsoever, incurred by EQ, solely because such Delivered Waste was Non-Conforming Waste (including, but not limited to, all costs associated with any remedial steps necessary, due to the nature of the Non-Conforming Waste, in connection with material with which the Non-Conforming Waste may have been commingled and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Non-Conforming Waste).

Customer Warranty - Acceptable Wastes.

All Delivered Wastes shall be Acceptable Wastes and shall conform in all material respects to the description and specifications contained in the Waste Characterization Report. The information set forth in the Waste Characterization Report or any manifest, placard or label associated with any Delivered Wastes, or otherwise represented by the Customer or the generator (if other than the Customer) to EQ, is and shall be true, accurate and complete as of the date of receipt of the involved waste by EQ.

Customer Warranty - Title to Wastes.

Either the Customer or the generator (if other than the Customer) shall hold clear title, free of any all liens, claims, encumbrances, and charges to Delivered Waste until such waste is accepted by EQ.

Customer Warranty - Compliance with Laws.

The Customer shall comply with all applicable federal, state and local environmental statutes, regulations, and other governmental requirements, as well as directives issued by EQ from time to time, governing the transportation, treatment and/or disposal of Acceptable Wastes, including, but not limited to, all packaging, manifesting, containerization, placarding and labeling requirements.

Customer Warranty - Updating Information.

If the Customer receives information that Delivered Waste or other hazardous waste described in the Waste Characterization Report, or some component of such waste, presents or may present a hazard or risk to persons, property or the environment which was not disclosed to EQ, or if the Customer or generator (if other than the Customer) has changed the process by which such waste results, the Customer shall promptly report such information to EQ in writing.

Customer Indemnity.

The Customer shall indemnify, defend and hold harmless EQ, and its affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including EQ's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effect on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused or arising out of (i) a breach of this Agreement by the Customer, (ii) the failure of any warranty of the Customer to be true, accurate and complete, or (iii) any willful or negligent act or omission of the Customer, or its employees or agents in connection with the performance of this Agreement.

Force Majeure

EQ shall not be liable for any failure to accept, receive, handle, treat, and/or dispose of Delivered Waste due to an act of God, fire, casualty, flood, war, strike, lockout, labor trouble, failure of public utilities, equipment failure, facility shutdown, injunction, accident, epidemic, riot, insurrection, destruction of operation or transportation facilities, the inability to procure materials, equipment, or sufficient personnel or energy in order to meet operational needs without the necessity of allocation, the failure or inability to obtain any governmental approvals or to meet Environmental Requirements (including, but not limited to voluntary or involuntary compliance with any act, exercise, assertion, or requirement of any governmental authority) which may temporarily or permanently prohibit operations of EQ, the Customer, or the Generator, or any other circumstances beyond the control of EQ which prevents or delays performance of any of its obligations under this Agreement.

Governing Laws

This Agreement shall in all respects be governed by and shall be construed in accordance with the laws of the State of Michigan applied to contracts executed and performed wholly within such state.

Attachment C

BSC Group's Survey Proposal



providing solutions that create value

May 21, 2013

Mr. James Nickerson, P.E.
GEI Consultants, Inc.
400 Unicorn Park Drive
Woburn, MA 01801

RE: Proposal for Survey Services
East Hartford Flood Control System
Toe Drain System Repairs Phase 2

180 Glastonbury Blvd.
Suite 103
Glastonbury, CT 06033

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

www.bscgroup.com

Dear Mr. Nickerson:

BSC Group-Connecticut, Inc. (BSC) is pleased to submit this proposal to GEI Consultants, Inc. (GEI) to provide land surveying services in support of Phase 2 of your levee Toe Drain repair project on Town of East Hartford (the Town) flood control system. The proposed scope of services include surveying, preparation of base mapping to support Phase 2 design, and preparation of compiled mapping for the entire levee.

1.0 SCOPE OF SERVICES

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 has been based on the scope elements and survey areas required by GEI as described in your e-mail dated February 12, 2013, Town of East Hartford scope elements summarized in their correspondence dated April 29, 2013, and our subsequent communications with you individually, and a teleconference with you and Mr. Nick Casparino of the Town of East Hartford.
2. The survey will address levee Toe Drain Segments 1, 2, 4, 5, and 6. The area to be surveyed is shown on Attachments 1-5 (Survey Areas: Segments 1-2 and 4-6) and is generally bounded as follows: The survey area for each segment is generally the limits of the Dike Right-of-Way, to include at least 40-feet past the landside toe of the levee. The survey will also map all of the land area between the levee and water's edge between station 50+00 and station 100+00 in Segment 1, and station 230+00 and station 238+00 in Segment 6, but will not include the limits of the Meadow Hill Storage Pond in Segment 5. A potential 10' right-of-way in favor of the Town of East Hartford in the vicinity of Floradale Drive and Main Street in Segment 1 will be addressed. Previous work performed by BSC in Toe Drain Segment 2 will be supplemented with additional research and field survey data to bring it up to the standards required of this project, as well as a portion of Main Street in the vicinity of the I-84 overpass between the Town Hall/Fire House and Pitkin Street in Segment 5. Property line information in this area and south to the Main Street Closure Structure will be addressed. Previous work performed by BSC for the Town Hall/Fire House will be updated to reflect consistent Dike Right-of-Way terminology. Additionally, Town of East Hartford GIS Mapping will be utilized to supplement the field data in inaccessible areas, specifically I-84 in the vicinity of the Bulkeley Bridge in Toe Drain Segment 2 and Main Street in Toe Drain Segment 5, and Route #2 between Toe Drain Segments 4 and 5.

Engineers
Environmental
Scientists
GIS Consultants
Landscape
Architects
Planners
Surveyors



3. The base mapping prepared by BSC will be utilized by GEI as base mapping for your design efforts.
4. The mapping product will be classified as a "Right of Way Survey" intended to obtain, compile, and portray existing conditions within the surveyed area, including boundaries, topography, and utilities.
5. The scope of services includes preparation of a consolidation map of all portions of the levee system surveyed by BSC, including previous work between about station 99+00 to 185+00 and station 213+00 to 225+00. This mapping product will be classified as a "Right of Way Survey" and is intended to portray a seamless joining of all BSC mapping into one comprehensive map.
6. The survey and map will be prepared under the direction of a Connecticut-licensed Land Surveyor, pursuant to the Regulations of Connecticut State Agencies (RCSA) Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of CT" as adopted by the CT Association of Land Surveyors (CALS) on September 26, 1996.

Our proposed Scope of Services is comprised of the following specific tasks:

Task 1 – Record Review

BSC will meet with the representatives of the Town's Engineering Division to obtain copies of existing maps and other documentation, positional data for any previously established survey control points, and discuss any specific survey requirements or concerns that will need to be addressed for the proper and timely completion of the work.

Task 2 - Research

1. BSC will perform research at Town offices such as the Tax Assessor, Town Clerk, and Engineering Division and other agencies that may be sources of information. This research is intended to obtain pertinent data such as property and adjoining owners' parcel information, filed deeds, easements, property maps, and street right-of-way maps. We will also obtain pertinent record information from the Connecticut Department of Transportation (ConnDOT). We assume that there is an existing easement in favor of Buckeye Pipe Line Company (or its' assigns) over and across portions of areas to be surveyed. We will coordinate with the Town Engineering Division to obtain information on other easements and land use agreements (i.e. leases) which should be included on the survey map.

The record deeds and survey maps will be processed and plotted. The closure accuracy of the record deeds and survey maps will be evaluated if the document is to a level of detail sufficient for a closure calculation. Once all of the recorded deeds and survey maps are plotted, they will be compiled into worksheet form to be used in the field survey reconnaissance.

2. BSC will perform research to obtain record data on utility facilities at the Site. This task will be based upon our review of available mapping (to include the utilities shown on the Dike Right-of-Way mapping, as well as other sources) and requests for information to



the following utility owners and operators: Connecticut Light & Power, Connecticut Natural Gas, the Town, the Metropolitan District Commission, and Comcast. It is our understanding that AT&T does not provide record utility data upon request. Additionally, BSC will coordinate with GEI to obtain other relevant utility plans and data to be included on the survey map. We assume that locations of existing toe drains will be based upon record flood control system drawings to be provided by GEI. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to change order approval.

3. BSC will perform flood plain research on the Federal Emergency Management Agency (FEMA) website to obtain a current Flood Insurance Rate Map (FIRM) for the area to be surveyed. BSC will determine the flood zone designation(s) for the area to be surveyed and identify flood zone boundaries as scaled from and defined by the FIRM.
4. BSC assumes that no new field wetland delineation will be performed. BSC will perform research of the Town's existing wetland mapping. We have assumed that the Town Engineering Division will provide us with a suitable document from which we can readily obtain any previously delineated wetlands to be portrayed on the survey map.

Task 3 - Field Survey

1. Once the research task has been completed and record data has been compiled, BSC's survey crew will mobilize to perform a field survey. This task will begin with reconnaissance activities to recover evidence of boundary lines and apparent lines of occupation. This will include property corner markers, fences, walls, Right-of-Way (ROW) bounds and natural monumentation.
2. BSC will establish a horizontal and vertical control network in a linear fashion through the center of the surveyed areas with spur points as site-appropriate. This task will begin with efforts to recover existing survey control points in the direct vicinity of the area to be surveyed. The control network will be configured in such a way to keep angles and distances between the stations generally balanced to ensure that a proportioned positional adjustment can be achieved. BSC will establish reference ties to aid in the future recovery of control stations, including existing control points and any new points established in the course of the current field effort.
3. Utilizing the control stations, BSC will record the horizontal locations of the boundary evidence recovered during the reconnaissance effort.
4. Utilizing the control stations, BSC will perform a topographic survey to record the horizontal and vertical positions of visible site improvements. This task will include, but not be limited to, the limits of existing buildings, paved areas, fences and walls, utility structures (manholes, clean outs, catch basins, etc.) solitary trees four (4) inches or greater in diameter, tree lines of wooded areas, edges of landscaped or planted areas, drainage swales, and additional natural features such as rock outcrops. Top and toe of slopes will be located throughout the site as well as the outlines of erosion control measures.
5. To augment the owner/operator-provided records, BSC will field-locate existing Call-



Before-You-Dig (CBYD) utility markings identified in the field. We assume that GEI will be responsible for contacting CBYD, and any such markings will be placed prior to our mobilizing for the field survey effort.

6. BSC will physically obtain pipe invert information on accessible utility structures including sanitary and storm water facilities.
7. BSC will field-locate approximately 11 manholes and catch basins uncovered by GEI at the following locations:
 - Segment 2: Nos. 1,2, 3, 5, and 7
 - Segment 4: Nos. 18 and 19
 - Segment 5: Nos. 21, 21A, and 21B
 - Segment 6: No. 26

We have assumed that the location of these manholes will require re-mobilization of the survey crew after the manholes have been uncovered.

Task 4 - Boundary Determination and Data Reduction

1. Upon completion of the field work, BSC will process the control network to determine the positional accuracy of the raw field data. Using standard survey practices, the locations of the boundary evidence can be calculated and plotted using a Computer Aided Drafting (CAD) program.
2. BSC will utilize the record information obtained in the land record research task together with the field locations to perform a determination for boundary lines within the areas to be surveyed, including the levee centerline and ROW, abutting property sidelines, and easement lines. Resolution and/or reconciliation of discrepancies or encroachments will not be included, other than identification of same on the survey map. Parcels located between the levee and the edge of the river will be depicted utilizing assessor's data and the town's "Dike Deed Index" only, e.g. no deed/record research will be conducted. Surveys adjacent to Connecticut Route 2 will extend to the back of guardrail.
3. The survey will be horizontally and vertically positioned in the North American Datum of 1983 (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88), respectively.
4. BSC will generate a triangulated irregular network (TIN) for the surveyed area and depict contour lines at an interval of one (1) foot with spot elevations at surface structures and in other areas as may be appropriate.

Task 5 - Final Mapping

1. BSC will prepare a digital survey map in accordance with the following project requirements:
 - Boundary, easement, and levee centerline and ROW lines, including lengths and bearings on straight lines, and radius, point of tangency, and length of curved lines.



- Boundary monumentation found, including data relating the existing point locations to the record or theoretical positioning. BSC anticipates that this will include offset notations with bearings and distances as well as detail sketches as may be required.
 - Property identifiers including the owner's names, Assessor's lot designation, street address, and the volume and page of the record deed for the subject and abutting parcels. Parcels located between the levee and the edge of the Connecticut River will be depicted with a parcel line and block/lot number only.
 - Graphic and numeric scale.
 - Map legend identifying definitions of abbreviations and symbols used
 - Spot elevations on paving or other hard surfaces to the nearest .01 foot; on other surfaces, to the nearest .10 foot.
 - Surveyor's notes, including a schedule of reference maps and other relevant information.
 - Utilities, including top of frame elevations for sanitary, drainage, telephone, electric, and water manholes, and invert/flowline information for accessible sanitary and drainage structures.
 - Site improvements and topography.
 - Survey control points with coordinate values and recovery ties.
 - "D" size sheets (22" x 34").
2. BSC will provide draft copies of the survey map to GEI and the Town Engineering Division for review and comment.
 3. The project deliverables will include reproducible transparencies, paper prints, and digital files, including drawing (AutoCAD .dwg), surface (Carlson .tin), coordinates in ASCII format (.txt or .csv), and portable document (Adobe .pdf). The survey will bear the signature and seal of a Connecticut-licensed Land Surveyor.

Task 6 - Consolidation Mapping

BSC will prepare consolidated mapping of the entire levee system that will include survey data from previous work. The consolidated survey mapping is based upon the overall project goal of accumulating comprehensive base mapping for the system, and will include data from all BSC surveys up to date. Specific tasks will include reconciliation of drawing layers, notes and symbols to achieve consistency as well as reestablishment of control stations as may be required to reconnect the linear traverse. BSC assumes that this process will include office calculations and CAD work and that field resurvey will not be required. The project deliverables will be as defined in Task 5 above. Please note that the process of consolidating all previous survey data into one contiguous survey will make previous surveys somewhat incompatible to the consolidated map. For example: some survey control point numbers will not coincide with the numbers of control points established on previous mapping.

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 agreements including resolution of property line and/or street line discrepancies or encroachments, other than identification of same on the survey map.
3. In-water survey work. For water bodies or basins we will delineate edge of water.
4. Construction phase survey services.
5. Wetland delineation or environmental services.

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 work with the stakeholders to develop a project schedule. The following is a proposed timetable for survey services:

Task	Anticipated Task Start/Finish
Notice to Proceed	6/3/13
Draft Survey	6/3/13 – 9/20/13
Town Review	9/20/13 – 10/18/13
Final Survey	10/18/13 – 11/15/13

BSC will perform services in a timely manner, but it shall be agreed between the parties to this proposal that BSC cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this proposal was prepared nor by the time an agreement is executed. In such instance, BSC will inform GEI of the cause of the delay.

4.0 FEE FOR SERVICES

BSC proposes to provide GEI the services described in Section 1.0 for the lump sum fee of \$70,000 including all direct expenses.

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.



*Proposal for Land Surveying Services
East Hartford Flood Control System
Toe Drain System Repairs Phase 2
May 21, 2013
Page 7*

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 Cooper
Kenneth Cooper, PLS
Land Surveyor

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

Attachment D

Conditions of Engagement

CONDITIONS OF ENGAGEMENT

Where referenced below, "Client" is the Town of East Hartford; "GEI" includes GEI Consultants, Inc. and its subcontractors.

1. **CONTRACT.** The Contract is the Proposal, Agreement or other Project document that is signed and dated by GEI Consultants, Inc. (GEI) and is signed and dated or accepted in writing by the Client, and that includes by reference these **Conditions for Engagement**. These Conditions shall apply to any and all subsequent amendments, additions, or modifications to the scope of work performed under this Contract unless specifically agreed in writing by both parties.
2. **COMPENSATION FOR SERVICES AND PAYMENT TERMS.** Client agrees to pay GEI in accordance with the fee schedule and payment terms provided in the Contract. GEI will submit invoices monthly or upon completion of a specified scope of service, as described in the Contract. Payment is due within 30 days after receipt of the invoice.
3. **RIGHT OF ENTRY.** Client agrees to furnish GEI with the right-of-entry to Town Property where GEI will perform its services. GEI's subcontractor will obtain Public Works Permits and post bonds according to the requirements of Addendum 1 of these Terms and Conditions.
4. **UNDERGROUND STRUCTURES.** (Text Deleted)
5. **CONSTRUCTION SERVICES.** If included in the scope of services in the Contract, GEI will provide personnel to observe the specific aspects of construction stated in the Contract and to ascertain that construction is being performed, in general, in accordance with the plans and specifications.
6. **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 GEI's work, Client 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, GEI 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. Client agrees to pay GEI for all services rendered.
7. **DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS.** In the event that samples collected by GEI or provided by Client 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 Client and the Client will have responsibility for them as a generator. If set forth in the Contract, GEI will, at Client's expense, perform necessary testing, and either (a) return said samples and wastes to Client, or (b) using a manifest signed by Client as generator, have said samples and/or wastes transported to a location selected by Client for disposal. Client 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, GEI will not transport, handle, store or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. Client recognizes and agrees that GEI 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.

8. INSURANCE. GEI will maintain/provide the following:

- A. Comprehensive General Liability Insurance, including Contractual Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. All, if any, deductibles are the sole responsibility of the Engineer to pay and/or indemnify.
- B. Automobile Liability Insurance issued by an insurance company license to conduct business in the State of Connecticut with a combined single limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. All, if any, deductibles are the sole responsibility of the Consultant to pay and/or indemnify.
- C. Professional Liability Insurance: Issued on an occurrence basis; for the term of the contract with a \$1,000,000 Combined Single Limit, or Professional Liability Insurance: Issued on a claims-made basis and extended for two years following completion date, with \$1,000,000 Combined Single Limit.
- D. Workers' Compensation Insurance in accordance with Connecticut State Statues
- E. Certificate of insurance, with the following wording in the comments section, must be forwarded to the Town's Risk Manager within 10 days from notification of award. "The Town of East Hartford is named as an additional insured on the insurance coverage named above for claims arising out of the Consultant's performance of the contract herein."
This provision is required for:
 - 1. Comprehensive General Liability
 - 2. Auto Liability Insurance

9. INDEMNIFICATION AND HOLD HARMLESS. GEI hereby covenants and agrees to and shall, at all times, indemnify, protect and save harmless the Town from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including reasonable attorney's fees, if any, which the Town may directly or indirectly suffer, sustain or be subjected to, to the extent caused by or resulting from the negligent acts, errors, or omissions or willful misconduct of GEI related to the work to be performed pursuant to this Contract or any activities in connection with said Contract, whether such losses and damages be suffered or sustained by the Town directly or by its employees, licenses or invitees, or be suffered or sustained by other persons or corporations who may seek to hold the Town liable therefore. The existence (or non-existence) of any insurance coverage purchased by GEI shall in no way affect the Town's rights pursuant to the terms hereof.

10. HAZARDOUS MATERIALS. Client agrees that GEI 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 or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI'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. Client also agrees to indemnify and hold harmless GEI, 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, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. Client's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

11. CONFIDENTIALITY. Unless compelled by law, a governmental agency or authority, or an order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so by Client pursuant to the Proposal or otherwise, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of the Client or of any of its affiliates, which is in any way obtained by GEI during its association with the Client. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to all information referred to above.

12. OWNERSHIP OF DOCUMENTS. Work products produced under this agreement are to become the property of the Town of East Hartford, and be turned over to the Town original documents upon completion or demand.

13. ELECTRONIC FILES. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hardcopy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.

14. SUSPENSION OF WORK. Client may, at any time, by a 10-day written notice, suspend further work by GEI.

a. Client will remain fully liable for and will promptly pay GEI the full amount for all services rendered by GEI to the date of suspension of services, including all retained billings, if applicable

15. DISPUTE RESOLUTION. Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

16. APPLICABLE LAWS. GEI and its subconsultants agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut, and Town of East Hartford.

Attachment E

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2013

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).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
INSURED GEI Consultants, Inc. 400 Unicorn Park Drive Woburn, MA 01801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Insurance Company of Hartford A(XV)		20478
	INSURER B: Charter Oak Fire Insurance Company		25615
	INSURER C: Transportation Insurance Company A(XV)		20494
	INSURER D: Valley Forge Insurance Company A(XV)		20508
	INSURER E: Chartis Specialty Insurance Company		26883
INSURER F:			

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Proposal No. 617754; Engineering Services for Toe Drain Design - Phase 2, East Hartford Flood Control System, East Hartford, CT

The Town of East Hartford, Riverfront Recapture, Inc., and the Metropolitan District, their officials, employees, and volunteers are named additional insured with respect to general, auto, and umbrella liability where required by written contract, for claims arising out of the named insured's operations on behalf of the additional insured. General Liability policy includes contractual liability. Umbrella policy sits in excess over the general and auto liability policies.

CERTIFICATE HOLDER

CANCELLATION

Town of East Hartford Attn: John Martin, Purchasing Agent 740 Main Street East Hartford, CT 06108	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>Marguerite Ruel</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



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: July 2, 2013
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

Attached is a memorandum from Richard Gentile, Assistant Corporation Counsel, recommending that we refer the attached Drainage Easement with regard to the development at 12 Governor Street to the Town Council Real Estate Acquisition and Disposition Committee.

I would like to have this information placed on the July 16, 2013 agenda for referral to the Real Estate Acquisition and Disposition Committee.

Thank you.

C: R. Gentile, Asst. Corp. Counsel

OFFICE OF CORPORATION COUNSEL

Date : July 1, 2013

To : Mayor Leclerc

From : Richard Gentile



Re : Drainage Easement

As part of the development at 12 Governor Street (Autozone), the Town requires a Drainage Easement. I attach a copy of the Easement for your information. Kindly forward the same to the Town Council for appropriate action.

CC: Tim Bockus

EASEMENT AND DRAINAGE RIGHTS

THIS INDENTURE made this _____ day of _____, 2013 between AUTOZONE NORTHEAST, INC., a New Jersey corporation, with an address of 123 S. Front Street, Memphis, TN 38103 (hereinafter called the "Grantor"), and 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 and State of Connecticut (hereinafter called the "Grantee"):

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of a parcel of land conveyed to the Grantor by Warranty Deed, recorded in Volume 3314 at Page 308 of the East Hartford Land Records, which certain piece or parcel of land with the buildings thereon is situated in the Town of East Hartford, County of Hartford and State of Connecticut, and is known as 12 GOVERNOR STREET, East Hartford, Connecticut; and being more particularly bounded and described in said Warranty Deed;

WHEREAS, the Grantee is desirous of obtaining an easement and necessary drainage rights on, across and under a portion of the Grantor's land for storm water drainage purposes; and

WHEREAS, the Grantor agrees to assist the Grantee in solving a storm water drainage problem; and

WHEREAS, the rights granted hereunder are to continue in perpetuity and to remain as an easement in favor of the Grantee, its successors and assigns, and against the Grantor and all future owners acquiring said land from the Grantor.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor and Grantee agree as follows:

1. The Grantor hereby grants unto the Grantee, its successors and assigns, the right to construct, maintain, alter, repair and utilize a storm water drainage system on, across and under the easement area, more particularly described on **Exhibit "A"** attached hereto (the "Easement Area"). The Grantee shall have the right to enter onto the Easement Area any time for the purpose of constructing, maintaining, servicing, repairing or utilizing said drainage system. Said construction, maintenance, servicing, repair or utilization of the drainage system shall, now and in the future, include but not be limited to storm water drainage, clearing, grading, construction activities and maintenance activities, and permanent soil erosion control measures on, across and under the Easement Area.

2. The easement shall be non-exclusive and Grantor may make use of the Easement Area; provided however, that (a) such use shall not materially interfere with this easement or its intended purposes; and (b) no structures or physical improvements shall be constructed on the easement area except for site improvements approved by the Grantee.

3. This easement is not intended to grant rights to the public in general. This easement and the obligations, rights, benefits and conditions contained herein are covenants running with the land for the benefit and burden, as the case may be, of Grantor and Grantee.

4. This agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications

concerning this agreement shall be of no force and effect except in a subsequent modification in writing, signed by both parties.

5. Grantor agrees to take the following specific actions in connection with this easement:
 - a. removal of an existing catch basin cover in the Easement Area and replacing said catch basin with a manhole cover.

6. This easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. This instrument may be executed in counterparts, each of which shall be considered an original.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK.

SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the Grantor, AUTOZONE NORTHEAST, INC., a New Jersey corporation, has hereunto set his hand and seal, and the Grantee, the TOWN OF EAST HARTFORD, acting herein by _____, Mayor, hereunto duly authorized, has hereunto set its hand and seal on the date first above written.

AUTOZONE NORTHEAST, INC.,

a New Jersey corporation,

By: [Signature]
Vice President

Its: _____

By: [Signature]

KRISTEN C. WRIGHT
Its: Vice President, Assistant General Counsel & Assistant Secretary

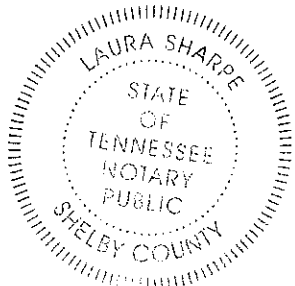
FINAL DOCUMENT:
Approved by AutoZone
Legal & Business Personnel
[Signature] [Signature]

STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, the undersigned authority in and for said County, Tennessee, on this day personally appeared James C. Griffith and Kristen C. Wright, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that the same was executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of June, 2013.



[Signature]
Notary Public in and for the State of Tennessee

Laura Sharpe
Typed or Printed Name of Notary

My Commission Expires: April 07 2016
MY COMMISSION EXPIRES
April 07 2016

TOWN OF EAST HARTFORD

Mayor

STATE OF CONNECTICUT:

: ss: East Hartford

2013

COUNTY OF: _____:

Personally appeared _____, Signer, and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT:

: ss: East Hartford

20____

COUNTY OF: _____:

Personally appeared _____, Mayor of the TOWN OF EAST HARTFORD, Signer and Sealer of the foregoing instrument and acknowledged the same for her free act and deed, and the free act and deed of said Town of East Hartford, before me.

Richard P. Gentile
Commissioner of the Superior Court

EXHIBIT "A"

"EASEMENT AREA"

Reference is made to the attached map, the original of which has been recorded in the East Hartford Land Records on June 25, 2013 as Map 3187. Said map delineates the Easement Area.

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

MARK J. SIROIS
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

July 12, 2013

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, Connecticut 06108

Re: Outdoor Amusement Permit Application – “Riverfest 2013” – Updated

Dear Chairman Kehoe:

Attached please find the updated amusement permit application from **Riverfront Recapture by Charles Myers, Director of Programs and Events**. The applicant is seeking an amusement permit from the Council in accordance with Town Ordinance (TO) 5-1 (a) to conduct outdoor musical entertainment with food, vendors and a fireworks show at **Great River Park and Founders Plaza on Thursday, July 18, 2013 (Rain date: Friday, July 19, 2013) from 7:00 PM – 10:00 PM**. The rain date timeline is the same as that of July 18.

As part of Riverfront Recapture’s agreement with the Town, the applicant requests this event be considered a Town of East Hartford sponsored event and therefore all fees, including those for municipal services such as Police, Fire, Ambulance and Public Works, be waived.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire and Public Works Departments.

The **Fire Department** approves the application as submitted and states that the cost to the Department for the provision of support services related to the event is **\$9,500.00**. (as per the original estimate)

The **Health Department** approves the application as submitted and states that the cost to the Department for the provision of support services related to the event is **\$395.00**. (as per the original estimate)

The **Parks & Recreation Department** approves the application as submitted.

The **Public Works Department** recommends the application be approved with the following conditions:

- The applicant shall obtain road closure permits from the appropriate governing authority for any proposed road closures (EHDPW permit for Town roads; CT DOT for State road).
- The anticipated cost to the Department for the provision of support services related to the event is **\$6,800.00**. (as per the original estimate)

The **Police Department** can provide adequate police protection for this proposed event, which is a part of a larger activity known as Riverfest. The Police Department will be developing an operations plan to address the full scope of the Riverfest activity, to include traffic control, vehicle parking, crowd control and emergency services. The amusement, proposed in this application, shall be included in the Department's overall response to Riverfest.

- The predominant concerns generated by Riverfest are vehicle parking, crowd and traffic control.
- Crowds are expected to be heavy in the areas of prime viewing areas for the fireworks display. Access to these spectator areas will be addressed in the Riverfest operations plan and maintained by members of this Department.
- Traffic control, particularly in the immediate area of the Riverfest is always a concern. Motorists will be directed to park on adjacent streets or private lots where allowed or utilize available parking lots in the City of Hartford.
- The police manpower necessary for this event far exceeds the normal patrol complement on that date. Consequently, the required personnel will be provided through overtime hiring.
- The anticipated cost to the Department for the provision of support services related to the event is **\$20,000.00**.

Respectfully submitted for your information.

Sincerely,



Mark J. Sirois
Chief of Police

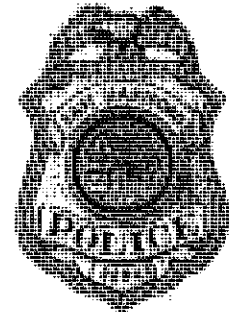
XC: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

MANAGEMENT SERVICES BUREAU
OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401



Mark J. Sirois
Chief of Police

OUTDOOR AMUSEMENT PERMIT APPLICATION

1. Name of Event: Riverfest 2013
2. Date(s) of Event: Thursday, July 18, 2013 – Rain Date: Friday, July 19th, 2013
3. Applicant's name, home & work phone numbers, home address, and e-mail address:
Riverfront Recapture – Jessica Leone, Public Events Manager
50 Columbus Blvd, First Floor
Hartford, CT 06106
860.713.3131 ext. 329
jleone@riverfront.org
4. If partnership, corporation, club, or association, list names of all partners or officers and business address.
Same as #3
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park, 333 East River Drive, East Hartford
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):
7:00pm –10:00pm on Thursday, July 18th or on Friday, July 19th if moved to rain date
7. Provide a detailed description of the proposed amusement:
8-10 food vendors and marketing exhibitors; 30 minute fireworks shoot at 9:30pm with synchronized music
8. Will Music or Other Entertainment Be Provided Out-Of-Doors?
 Yes No
 - a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?
9. What is the expected age group(s) of participants?
Families/ All Ages
10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.) appx. 15,000 people in East Hartford
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: Significant – Riverfront will work with East Hartford Police and CT State Police on a plan to control crowds and safety

- b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets: Significant Impact -- Riverfront will work with EHPD and CT State Police to determine road closures and traffic control
- c. Parking Plan On Site & Impact on Surrounding / Supporting Streets: Riverfront will work with EHPD and local property owners on parking issues
- d. Noise Impact on Neighborhood: Somewhat significant -- Fireworks from 9:30pm to 10:00pm
- e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement: Riverfront Recapture works with the MDC and BH Public Works to clean the parks -- before, during and after the event.
- f. List expected general disruption to neighborhood's normal life and activities: Somewhat significant -- Riverfront will work with EHPD to be as accomodating as possible
- 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: All emergency services personnel and vehicles will have full access to both sites and they will be on site during the event.
- b. Provisions for Notification of Proper Authorities in the Case of an Emergency: Emergency Command Post through EHPD
- c. Any Provision for On-Site Emergency Medical Services: There will be fire, police and ambulance services on site
- d. Crowd Control Plan: Riverfront is working with East Hartford Police to coordinate efforts having to do with crowd control and safety.
- e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition: MDC and BH Public Works
- f. Provision of sanitary facilities: Riverfront Recapture arranges port-o-johns and hand washing stations on-site through United Site Services.

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,
- b. To Ensure That Alcohol Is Not Sold or Provided to Minors or Intoxicated Persons.

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):


As part of Riverfront Recapture's agreement with the Town of East Hartford, Riverfront respectfully requests that this event is considered a Town of East Hartford sponsored event and all fees including those for municipal services such as police, fire, ambulance services and public works are waived.

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:


(Applicant Signature)

CHARLES W. MYERS
(Printed Name)

7/9/13
(Date Signed)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permt Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Mark Santos

* Email 7/9/13 4:02PM

Employee Number: 001

Date & Time Signed: 7/12/13

11:00 AM/PM

Time remaining before event: 5 days.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2013

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).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Carrie Morgan, CIC PHONE (A/C No. Ext): (603) 669-3216 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com INSURER(S) AFFORDING COVERAGE: INSURER A: James River Ins Co INSURER B: National Indemnity Company INSURER C: Riverport Ins Co o/o Berkley INSURER D: INSURER E: INSURER F:
---------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COVERAGES CERTIFICATE NUMBER: 13-14 All Lines 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 INSUR (INSR LTR)	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"/> \$5,000 Deductible <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	X	00052431-1	3/15/2013	3/15/2014	EACH OCCURRENCE \$ 2,000,000 EXCESS UNRETIRED PREMIUMS (EA CONTRACT) \$ 100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Phys Dam <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		70AP040283 Incl Hired Phys Damage Includes MCS-90 Comprehensive \$1,000 Collision \$1,000	3/15/2013	3/15/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Waiver of Subrogation \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTIONS		00052429-1	3/15/2013	3/15/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe why: DESCRIPTION OF OPERATIONS: N/A	N/A	HC-28-83-003487-03 (3a.) NH, CT & VT Includes Longshoreman's & Harbor Work Corp Act	3/13/2013	3/13/2014	<input checked="" type="checkbox"/> NO STATUS TOSS LIMITS <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more specifics required)
 Fireworks Display on 7/18/13, Rain date on 7/19/13 from 4 barges in Connecticut River, Hartford, CT.
 Riverfront Recapture, Inc., City of Hartford, CT, Town of East Hartford, CT and Metropolitan District Commission are listed as Additional Insured with respects to the General Liability as per written contract, where permitted by the policy language. Note: Insurance policy does not limit coverage as to the time following the display. Any independent contractor who fires a display on behalf of the insured is covered. Additional insured: Any fair or exposition, association, sponsoring organization or committee, the owner of lessee of any premises used by the named insured, or Public Authority granting a

CERTIFICATE HOLDER Riverfront Recapture, Inc. 50 Columbus Boulevard 1st Floor Hartford, CT 06106	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 Laura Ferrin/JSC <i>Laura Ferrin</i>



**TOWN OF EAST HARTFORD
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401**



TO: Distribution

FROM: Sergeant Joshua Litwin

DATE: July 10, 2013

**SUBJECT: Revised Outdoor Amusement Permit Application - Riverfest
2013 July 18, 2013 (Rain date: July 19, 2013)**

Attached please find a copy of the revised amusement permit application submitted by **Riverfront Recapture** by Charles Myers. The applicant seeks to conduct limited outdoor musical entertainment with food, vendors, roaming entertainment, activities, and a fireworks show at **Great River Park and Founders Plaza** on **Thursday, July 18, 2013 (Rain date: Friday July 19, 2013)** from 7:00 PM – 10:00 PM, with music running during the firework display. (The rain date timeline is the same as that of July 18.) **Set up dates and times for the event is reflected on the Programming Outline which is included with the attached application.**

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application, within two weeks from the date the application was filed. Please send signed reviews, or an e-mail, regarding your comments no later than **Thursday, July 11, 2013 at 9 AM.**

Please direct your comments regarding this application to my attention at the Police Department.

Thank you for your cooperation in this matter.

Sergeant Joshua Litwin

Distribution:
W. Perez - Asst. Fire Chief
T. Bockus – Public Works Director
M. O’Connell – Public Health Supervisor
J. Uhrig – Parks & Recreation
R. Gentile – Corporation Counsel

Cc’d:
Mayor M. Leclerc
J. Oates – Fire Chief
J. Cordier – Health Director



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD²
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: July 18, 2013 (Raindate: July 19, 2013)
Event: Riverfest 2013 (Revised)
Applicant: Riverfront Recapture by Charles Myers

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

William Perez, Assistant Fire Chief

July 10, 2013

Signature

Date

Comments:



Mark J. Sirois
Chief of Police

2
TOWN OF EAST HARTFORD
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: July 18, 2013 (Raindate: July 19, 2013)

Event: Rivorfest 2013 (Revised)

Applicant: Riverfront Recapture by Charles Myers

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

Signature

Date

7/10/13

Comments:

Litwin, Joshua

From: Bockus, Tim
Sent: Friday, July 12, 2013 8:59 AM
To: Litwin, Joshua
Subject: RE: Riverfest 2013 (Revised)

I have reviewed this application and Pursuant to Town Ordinance 5.3, I recommend that the application be approved subject to the following conditions:

1. Applicant shall coordinate the traffic control and parking on East River Drive with the East Hartford Police Department.
2. Any local road closures will require a permit from the Town's Engineering Division.

There are no anticipated overtime costs to the Department for this event.

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: Litwin, Joshua
Sent: Wednesday, July 10, 2013 11:58
To: Oates, John; Bockus, Tim; Cordier, James; Fravel, Theodore
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Choquette, John; McConville, Timothy; O'Connell, Michael; Perez, William; Soto, Ricardo; Stokes, Gloria; Uhrig, Jim
Subject: Riverfest 2013 (Revised)
Importance: High

Good afternoon all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

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, July 11, 2013, 9:00 AM. Thank you.

A meeting is scheduled for Thursday, July 11, 2013 at 10:00 at the East Hartford Town Hall to discuss the details of the revised Riverfest event plan.

If you should have any questions, please feel free to contact me.

Regards,

Sergeant Joshua Litwin
East Hartford Police Department
Office Of Professional Standards
31 School Street
East Hartford, CT 06108
Tel. 860-291-7569
Email: jlitwin@easthartfordct.gov

Litwin, Joshua

From: Grew, Greg
Sent: Thursday, July 11, 2013 4:55 PM
To: Litwin, Joshua
Subject: RE: Riverfest 2013 (Revised)

My approval is not required. Bruce Cohen attended the meeting today and no doubt informed them on permits they might need from our department.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building/Zoning/Housing)
TOWN OF EAST HARTFORD
740 Main Street
East Hartford, CT 06108
Tel (860)291-7345
Cell (860)874-8034
mggrew@easthartfordct.gov
www.easthartfordct.gov

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

From: Litwin, Joshua
Sent: Wednesday, July 10, 2013 11:58
To: Oates, John; Bockus, Tim; Cordier, James; Fravel, Theodore
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Choquette, John; McConville, Timothy; O'Connell, Michael; Perez, William; Soto, Ricardo; Stokes, Gloria; Uhrig, Jim
Subject: Riverfest 2013 (Revised)
Importance: High

Good afternoon all.

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If you should have any questions, please feel free to contact me.

Regards,

Sergeant Joshua Litwin
East Hartford Police Department
Office Of Professional Standards
31 School Street
East Hartford, CT 06108
Tel. 860-291-7569
Email: jlitwin@easthartfordct.gov

Litwin, Joshua

From: Gentile, Richard
Sent: Wednesday, July 10, 2013 1:04 PM
To: Litwin, Joshua
Subject: RE: Riverfest 2013 (Revised)

No comments

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

From: Litwin, Joshua
Sent: Wednesday, July 10, 2013 11:58
To: Oates, John; Bockus, Tim; Cordier, James; Fravel, Theodore
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; Choquette, John; McConville, Timothy; O'Connell, Michael; Perez, William; Soto, Ricardo; Stokes, Gloria; Uhrig, Jim
Subject: Riverfest 2013 (Revised)
Importance: High

Good afternoon all.

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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, July 11, 2013, 9:00 AM. Thank you.

A meeting is scheduled for Thursday, July 11, 2013 at 10:00 at the East Hartford Town Hall to discuss the details of the revised Riverfest event plan.

If you should have any questions, please feel free to contact me.

Regards,

Sergeant Joshua Litwin
East Hartford Police Department
Office Of Professional Standards
31 School Street
East Hartford, CT 06108
Tel. 860-291-7569
Email: jlitwin@easthartfordct.gov

Attenello, Angela

From: Charles Myers [CMyers@riverfront.org]
Sent: Tuesday, July 09, 2013 11:41 AM
To: Attenello, Angela
Subject: FW: Rescheduled Riverfest Request for Expedited Permit Approval
Importance: High
Attachments: RF13 Press Release 070813.docx

From: Charles Myers
Sent: Tuesday, July 09, 2013 11:40 AM
To: 'ssttenello@easthartfordct.gov'
Subject: FW: Rescheduled Riverfest Request for Expedited Permit Approval
Importance: High

From: Charles Myers
Sent: Tuesday, July 09, 2013 9:50 AM
To: 'Stephen.Samson@ct.gov'; 'Benjamin.J.Duarte@uscg.mil'; 'Scott.A.Baumgartner@uscg.mil'; 'Laura.Saucier@ct.gov'; 'jmssp429@sbcglobal.net'; Chief Mark Sirois; John Oats (joates@easthartfordct.gov); Huertas, Carlos M.; Captain Roger Martin; Newman-Scott, Kristina; Kejuan Dillard (dillk001@hartford.gov); 'amy.mettica@ct.gov'; 'Joseph.L.Graun@uscg.mil'; 'SECLISSPWMarineEvent@uscg.mil'; 'John.Sawyer@ct.gov'; LT Robert Allen; 'SECLISSPWMarineEvent@uscg.mil'; 'HEAVB001@hartford.gov'
Cc: Steve P (steve@atlaspyro.com); sarah@atlaspyro.com; ileone@riverfront.org
Subject: Rescheduled Riverfest Request for Expedited Permit Approval
Importance: High

Subject to permit approval, Riverfront Recapture would like to reschedule the Riverfest fireworks for **Thursday, July 18, 2013** with a rain date of Friday, July 18, 2013.

Riverfest will be a **fireworks only event** with a **21:30/9:30 pm shoot time**.

Minimal programming will be provided including some food vending, promotional tents, and sanitary facilities.

Riverfront Recapture will hold a Support Services Meeting on Thursday, July 11th at 10:00 am at the East Hartford Town Hall to discuss the details of the revised Riverfest event plan.

In the mean time we would like to pursue approvals from the various permitting agencies to proceed. Please let me know the specific details related to your agency and any accommodation that can be made given the circumstances and short time frame.

- CT State Fire Marshal – Permit for Display of Fireworks 3830-2013 / HPD, HFD
- Town of East Hartford - Amusement Permit, Road Closure Permit, Electrical Permit
- DEEP Wildlife Division approval letter
- City of Hartford - Special Events Permit Parks 201312965
- US Coast Guard – Permit for Marine Event / Fireworks Addendum for Marine Event
- CT DOT – Highway Use Permit (Ramp Closure)

Your cooperation and assistance is very much appreciated.

Regards,

Charles Myers
Director of Programs & Events
www.riverfront.org
50 Columbus Blvd, 1st Floor,
Hartford, CT 06106-1984
Office (860) 713-3131 x 322
Cell/Text (860) 883-3105



FOR IMMEDIATE RELEASE: JULY 9, 2013

CONTACT: Charlie Myers – (860) 883-3105

RIVERFEST FIREWORKS RESCHEDULED FOR THURSDAY, JULY 18TH – 9:30 PM

Riverfront Recapture announced today that the much anticipated Riverfest fireworks that were postponed due to an unprecedented July flood have been rescheduled for Thursday, July 18th at 9:30 pm.

“We appreciate everyone’s patience as we have worked to come up with a new date for the fireworks,” said Joe Marfuggi, Riverfront Recapture’s President & CEO. “With so much going on this time of the year, it was a challenge coordinating available dates with all of the organizations and service providers that are involved.”

Riverfest is supported by numerous agencies including the City of Hartford and Town of East Hartford Police, Fire, and Public Works Departments; Connecticut State Police; US Coast Guard, Department of Energy & Environmental Protection; and many other organizations. The original festival program, which took over a year to produce, consisted of hundreds of entertainers, vendors, and activities. “With such short notice and due to conflicting commitments, it is just not realistic to reassemble a new program for an event the size of Riverfest,” said Charlie Myers, Riverfront Recapture’s Director of Programs & Events. For this reason, Riverfest will be a FIREWORKS ONLY event.

“The July 18th date is subject to approval from the various permitting agencies,” Myers said, “but we have received tremendous support thus far and we do not anticipate any major issues.”

Riverfest’s Presenting Sponsor, Travelers and Fireworks Sponsor, Mohegan Sun support the rescheduled date and are enthusiastic about sharing the fireworks with a large crowd of spectators.

###

MARCIA LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

MARK J. SIROIS
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108

June 6, 2013

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

Re: Outdoor Amusement Permit Application -
"Goodwin College Summer Carnival"

Dear Chairman Kehoe:

Attached please find the amusement permit application from **Goodwin College, Inc. by Jerry Emler, its CFO**. The applicant seeks to conduct a carnival with tents, rides, entertainment, craft booths, Valley Railroad and Circus Train, possibly a dunk tank and rock climbing wall with food and music to be provided during the hours of operation. The carnival will take place on the grounds of **Goodwin College, One Riverside Drive** on the following days and times in 2013:

Saturday, August 24 10 AM – 10 PM
Sunday, August 25 10 AM – 6 PM

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 the **Office of Corporation Counsel** approve the application as submitted.

The **Fire Department** approves the application as submitted and states that the anticipated cost for Fire/EMS staffing is approximately **\$2,000.00** and states the applicant has been advised.

The **Health Department** recommends approval provided that appropriate Temporary Food Service permit applications are received at least two (2) weeks prior to the events.

The **Public Works Department** recommends the application be approved subject to the following condition:

- Applicant shall coordinate the traffic control on Riverside Drive with the East Hartford Police Department.

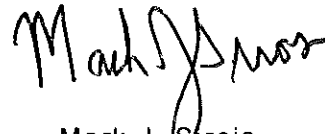
The **Inspections and Permits Department** states that permits may be required for tents or electrical.

The **Police Department** conducted a review of the application and offers the following comments:

- In the event the Applicant wishes to augment their security staff during the event, East Hartford Police officers may be hired as a Private Duty Assignment.

- These events 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.

Sincerely,

A handwritten signature in black ink that reads "Mark J. Sirois". The signature is written in a cursive style with a large, looping initial "M".

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:
Goodwin College Summer Carnival
2. Date(s) of Event:
August 24 - 25, 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) :

Goodwin College Inc
One Riverside Drive
East Hartford, CT 06118
Jerry Emlet - CFO

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.

See attached listing

5. List the location of the proposed amusement: (Name of facility and address)
Imperial Shows & Goodwin College, One Riverside Dr, East Hartford CT 06118
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
August 24, 2013 10am-10pm and August 25, 2013 10am-6pm
7. Provide a detailed description of the proposed amusement:

Goodwin College has contracted Imperial Show Amusements to provide a carnival on August 24 & 25. There will be a total of 9 rides. The rides will be set up in the far left parking lot. Please see attached map. Please see attached detailed quote from Imperial. Goodwin will provide a dunk tank which Goodwin Staff will only be dunked. There is a possible Rock Climb Wall provided by the National Guard. Imperial will provide a 10X10 tent.

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)?

During hours of operation

9. What is the expected age group(s) of participants?

Birth to senior

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

Anticipated attendance is 2000 patrons

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:

Moderate impact - patrons will use sidewalks

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Authorized personnel to direct traffic down Riverside Dr.

c. Parking plan on site & impact on surrounding / supporting streets:

parking on Goodwin property, King Court and Willowbrook

d. Noise impact on neighborhood:

Moderate impact

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

College's employees to empty trash receptacles and remove litter in the surrounding area

f. List expected general disruption to neighborhood's normal life and activities:

Slight traffic congestion on Main St. and Ensign St. redirecting traffic to Riverside away from Main St.

g. Other expected influence on surrounding neighborhood:

Higher traffic volume, moderate noise impact, and heavy foot traffic

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Emergency personnel will park on Riverside Dr near carnival setup a road block will be set up for no public access.

b. Provisions for notification of proper authorities in the case of an emergency:

Notify the police presence at the carnival

c. Any provision for on-site emergency medical services:

East Hartford Fire Department and Paramedics have been contacted

d. Crowd control plan:

USA Security specializes in concert events and will work with local authorities to ensure public safety

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

n/a

f. Provision of sanitary facilities:

Renting 8 regular porta-potties and 1 handicap porta-potty

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,
- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

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):

College's employees to empty trash receptacles and remove litter in the surrounding area

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

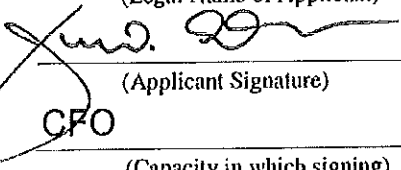
A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead 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:

Goodwin College, Inc

(Legal Name of Applicant)


CFO

(Applicant Signature)

(Capacity in which signing)

Jerry Emlet

(Printed Name)

5/17/2013

(Date Signed)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES
 YES
 YES
 YES
 YES

Liquor Permit Included:

NO
 NO N/A
 NO N/A
 NO N/A
 NO

Certificate of Alcohol Liability Included:

Time Waiver Request Included:

Fee Waiver Request Included:

Received By: Carol A. Trande
Employee Number: 9019
Date & Time Signed: May 23, 2013 8:50 AM ~~PM~~
Time remaining before event: 30th 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.

CURRENT STUDENTS | FUTURE STUDENTS | FACULTY/STAFF | ALUMNI | MAGNET SCHOOLS

Subi

ABOUT ADMISSIONS ACADEMICS STUDENTS LIBRARY GIVING

Home » Administration » Board of Trustees

Office of the President

About Goodwin

Administration

President's Cabinet

Board of Trustees

Committee Login - Blackboard

College Relations and Advancement

Advisory Council

Campus Safety

Communications

Employment

Human Resources

Institutional Effectiveness

Board of Trustees

The Goodwin College Trustees represent a broad range of leadership backgrounds and diverse personal experiences. They are intimately involved in College governance, including strategic planning and development.

Meet the Board

[Expand All]

Maria Ellis, ASMD, MD, Obstetrics & Gynecology

Se-Min Sohn, Senior Vice-President, WMG

A. Raymond Madorin, Attorney at Law

Mark Scheinberg, President, Goodwin College

Kevin Armata, President and CEO, Windsor Marketing Group

Ed Casares, Fire Chief, Hartford Fire Department

Karon Chadderton, Administrator, Riverside Health and Rehab Center

Martin D'Eramo, Manager, State Government Affairs, United Technologies Corporation

Anthony DiFatta, Jr., Principal, Strategic Properties, LLC, DiFatta Realty Group

Merilee DeJohn, 2nd Grade Teacher, Highcrest School

Last Modified: 3/11/2013

Patti Arpaia, Accounting Executive, CIGNA Corporation

Ethan Foxman, MD, Ph.D., President and CEO of Jefferson
Radiology

Donna Galluzzo, President and CEO, Homecare Management
Strategies

Jacqueline Jacoby, Retired Superintendent of Glastonbury & Hartford

Vicky Navaroli, Assistant Professor and Course Coordinator

Julio C. Maturana, Business Manager, Catholic Communities

Ron Pugliese

Raymond F. Solomson, Sr., Retired, VP of Operations and Finance,
Phoenix Life Insurance Co.

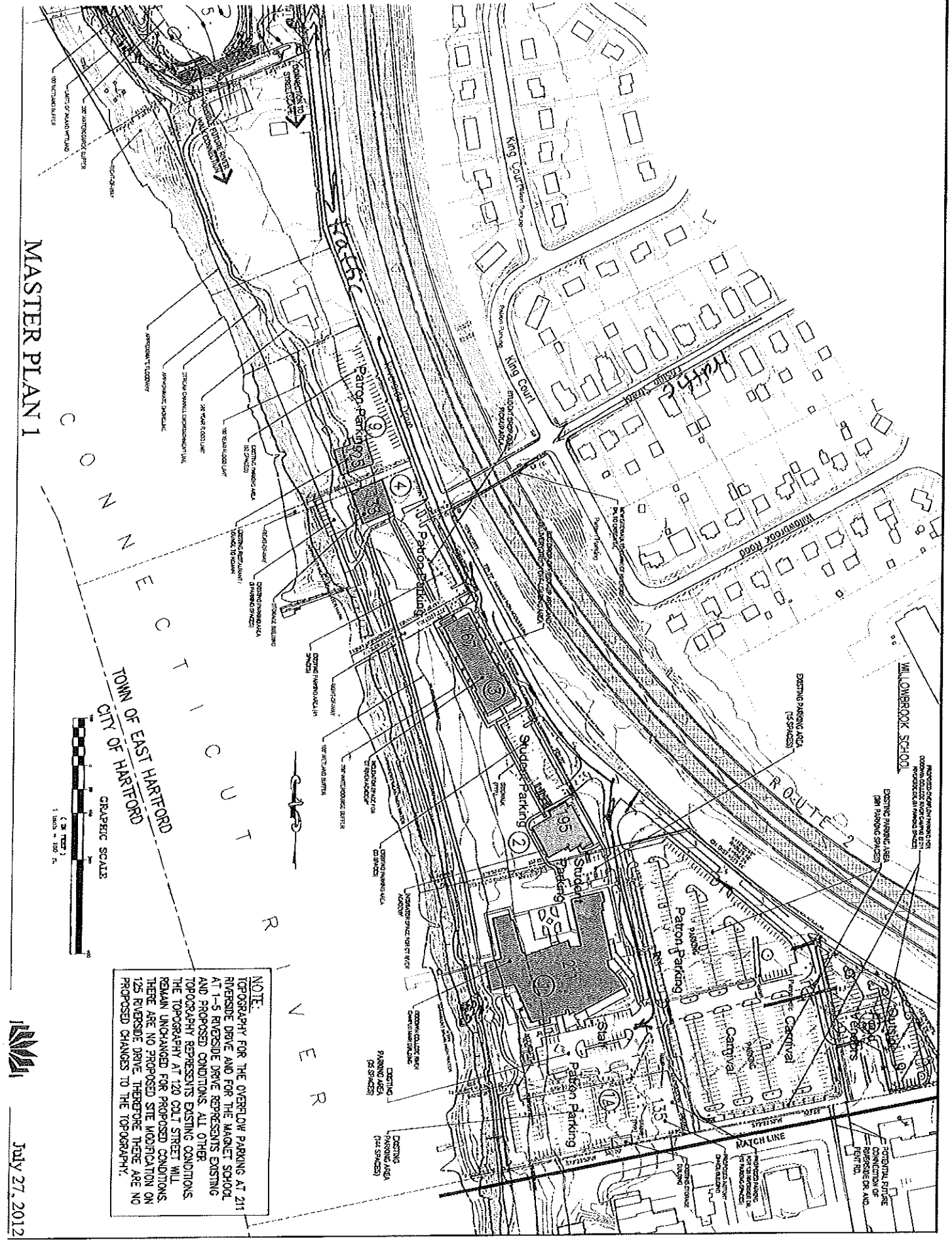
John Walters

One Riverside Drive, East Hartford, CT 06118 [Connect With Us](#)
(860) 528-4111 | (800) 889-3282

[Directions](#) | [Jobs](#) | [Contact Us](#)
[Social Media Directory](#)

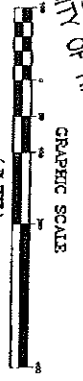
[Request Enrollment Information](#)

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MASTER PLAN 1

C O N N E C T I C U T
 TOWN OF EAST HARTFORD
 CITY OF HARTFORD



NOTE:
 TOPOGRAPHY FOR THE OVERFLOW PARKING AT 211 RIVERSIDE DRIVE AND FOR THE MARKET SCHOOL AT 1-5 RIVERSIDE DRIVE REPRESENTS EXISTING AND PROPOSED CONDITIONS. ALL OTHER TOPOGRAPHY REPRESENTS EXISTING CONDITIONS. THE TOPOGRAPHY AT 120 GALT STREET WILL REMAIN UNCHANGED FOR PROPOSED CONDITIONS. THERE ARE NO PROPOSED SITE MODIFICATIONS ON 125 RIVERSIDE DRIVE. THEREFORE THERE ARE NO PROPOSED CHANGES TO THE TOPOGRAPHY.



July 27, 2012

FIN



Mark J. Sirois
Chief of Police

**TOWN OF EAST HARTFORD
POLICE DEPARTMENT
MANAGEMENT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401**



Melody A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **August 24 & 25, 2013**

Event: **Goodwin College Summer Carnival**

Applicant: **Goodwin College, Inc. by Jerry Emlet, its CFO**

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 \$ Approximately \$2,000

William Perez, Assistant Fire Chief

May 30, 2013

Signature

Date

Comments:

Approximately \$2,000 for Fire/EMS Staffing. Event Coordinator has been advised.

Health



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
MANAGEMENT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Melody A. Leclerc

Signature

5/24/13

Date

Comments:

Approval recommended provided that appropriate Temporary Foodservice Permit applications are received by the Health Department at least 2 weeks prior to the event.



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
MANAGEMENT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Melody A. Peclerc
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-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$ _____

Jul 21

6/6/13

Signature

Date

Comments:

Frank, Carol

From: Bockus, Tim
Sent: Thursday, June 06, 2013 8:51 AM
To: Frank, Carol
Subject: RE: Goodwin College Summer Carnival

I have reviewed this application and Pursuant to Town Ordinance 5.3, I recommend that the application be approved subject to the following conditions:

1. Applicant shall coordinate the traffic control on Riverside Drive with the East Hartford Police Department

There are no anticipated overtime costs to the Department for this event.

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 23, 2013 10:23
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: Goodwin College Summer Carnival

Good morning all.

Attached please find the Outdoor Amusement Permit Application, Maps, Certificate of Insurance, Event Proposal, USA Security Information and your Director's Review and Notice in connection with the above captioned event.

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, June 6, 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

Frank, Carol

From: Gentile, Richard
Sent: Wednesday, June 05, 2013 9:26 AM
To: Frank, Carol; Vibberts, Richard; Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Uhrig, Jim; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Grew, Greg; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sirois, Mark; Soto, Ricardo; Stokes, Gloria; Thurnauer, Beau
Subject: RE: Goodwin College Summer Carnival

Only comment is for clarification on "Authorized Personnel to direct traffic down Riverside Drive." I assume this is only on the private portion of Riverside Drive.

Rich

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

From: Frank, Carol
Sent: Thursday, May 23, 2013 10:23
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: Goodwin College Summer Carnival

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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

Frank, Carol

From: McConville, Timothy
Sent: Tuesday, June 11, 2013 2:26 PM
To: Frank, Carol
Cc: DeMaine, Michael; Vibberts, Richard
Subject: Goodwin College Summer Carnival Permit Application August 24 and 25, 2013

Carol,

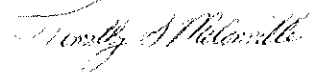
I have reviewed the above permit application for the Goodwin College Summer Carnival. I had Sgt. DeMaine clarify with Goodwin College the notation in the permit in section 11-b that states "Authorized personnel to direct traffic on Riverside Drive". Goodwin College said that when they stated Riverside Drive in this section of the permit application they were referring to their parking lot property located at the end of Riverside Drive.

There will be no traffic direction done on the travel portion of Riverside Drive.

After clarifying this issue there is no need for East Hartford Officers for this event unless they choose to hire Officers to augment their security staff during the event on their property. If East Hartford Police Officers are hired it will be as a Private Duty assignment.

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

Frank, Carol

From: DeMaine, Michael
Sent: Wednesday, June 05, 2013 9:20 AM
To: Frank, Carol
Subject: Re: Goodwin College Summer Carnival

Special attention only

Sent from my iPhone

On Jun 5, 2013, at 8:55 AM, "Frank, Carol" <CFrank@easthartfordct.gov> wrote:

> Good morning Gentlemen,
>
> Just a reminder that your review for the above captioned special event
> is due tomorrow. Thank you.
>
> Regards,
>
>
> Carol



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
MANAGEMENT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Melody A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: August 24 & 25, 2013

Event: Goodwin College Summer Carnival

Applicant: Goodwin College, Inc. by Jerry Emlet, its CFO

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.

N/A

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Milton Gregory Grew 9/23/13
Signature Date

Comments:

PER 5-3 MY REVIEW NOT REQUIRED.
PERMITS MAY BE REQUIRED FOR TENTS
OR ELECTRICAL.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/13

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 Sinclair Risk & Financial 4 Tower Drive Wallingford, CT 06492 Martin Shea	203-265-0996 203-265-5863	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 25976
INSURED Goodwin College, Inc. Campus Realty, LLC. River Campus, Inc. One Riverside Drive East Hartford, CT 06118			

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP4078753	10/21/12	10/21/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPP4078753	10/21/12	10/21/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		CULP4081882	10/21/12	10/21/13	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		4071009	10/21/12	10/21/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Carnival August 23 (set up), 24 & 25, 2013 -rides provided by Imperial Shows, LLC. The Town of East Hartford and its elected officials, agents, servants, employees & volunteers are additional insureds for General Liability (written contract)

CERTIFICATE HOLDER EASTH-2 Town Of East Hartford 740 Main Street East Hartford, CT 06108	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

From: Bennett, Cindy
Sent: Tuesday, May 28, 2013 10:50 AM
To: Frank, Carol
Subject: RE: Goodwind College Sumer Carnival
yes good thanks

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

From: Frank, Carol
Sent: Tuesday, May 28, 2013 10:47 AM
To: Bennett, Cindy
Subject: Goodwind College Sumer Carnival

Cindy,

Attached please find the corrected COI from Goodwin College. Please let me know if this is alright.

Carol

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

From: Jennifer Henry [mailto:JHenry@goodwin.edu]
Sent: Tuesday, May 28, 2013 10:32
To: Frank, Carol
Subject: FW: Scan Data from [PRT55]

Hi Carol,

Here is the Certificate of Insurance from Goodwin regarding the carnival. I'm waiting for Imperial Shows to send them theirs!

Thank you,

Jennifer

From: scanadmin@goodwin.edu [mailto:scanadmin@goodwin.edu]
Sent: Tuesday, May 28, 2013 10:29 AM
To: Jennifer Henry
Subject: Scan Data from [PRT55]

Confidentiality. This electronic transmission is strictly confidential to the sender and intended solely for the addressee. It may contain information which is covered by legal, professional or other privilege. If you are not the intended addressee, or someone authorized by the intended addressee to receive transmissions on behalf of the addressee, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender as soon as possible and destroy this message.

WARNING: Computer viruses can be transmitted via e-mail. The recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this e-mail. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

Imperial Shows COI

ALLIED SPECIALTY INSURANCE, INC.
10451 GULF BOULEVARD, TREASURE ISLAND, FL. 33706
Toll Free 1-800-237-3355 National
1-800-282-6776 Florida

Certificate Number: 23

CERTIFICATE OF INSURANCE

This certificate neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy(ies) described hereon and is issued as a matter of information and confers no right upon the holder.

The policy(ies) identified below by a policy number is in force on the date of certificate issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all terms of the policy having reference thereto. Nothing herein contained shall modify any provision of said policy.

In the event of cancellation of the policy, the company issuing said policy will make all reasonable effort to send Notice of Cancellation to the certificate holder at the address shown herein, but the Company assumes no responsibilities for any mistake or failure to give such notice.

Any insurance made a part of the policy includes as a person insured with respect to an occurrence taking place at a Carnivals site,
(1) the fair or exhibition association, sponsoring organization or committee
(2) the owner or lessee there of (3) a municipality granting the Named Insured permission to operate a(n) Carnivals, but only as respects bodily injury or property damage caused by or contributed to by the negligence of the Named Insured while acting in the course and scope of their employment.

NAME & ADDRESS OF INSURED:
Imperial Shows, LLC
PO Box 1135
Old Saybrook CT 06475

ADDITIONAL INSURED:

NAME & ADDRESS OF CERTIFICATE HOLDER:

TOWN OF EAST HARTFORD
740 MAIN STREET
EAST HARTFORD, CT 06108 DATES: AUG 23 to AUG 25, 2013

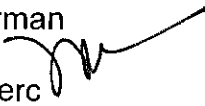
	<u>PRIMARY COVERAGE</u>	<u>EXCESS COVERAGE</u>	
Company:	T.H.E. Insurance Company	T.H.E. Insurance Company	
Policy Number:	CPP0102390-02	ELP0010235-03	
LIABILITY LIMITS			
BI/PD AGG:	<u>\$2,000,000</u>	<u>\$1,000,000</u>	
OCC:	<u>\$1,000,000</u>	<u>\$1,000,000</u>	
Food Products:	<u>\$1,000,000</u>	Excess of <u>\$1,000,000</u>	Excess of
Policy period:			
From:	4/07/13	4/08/13	0/00/00
To:	4/07/14	4/08/14	0/00/00
		* - COMBINED SINGLE LIMIT	

Coverage shown herein applies only to those items scheduled on or endorsed to the policy.

April 08, 2013
DATE OF CERTIFICATE ISSUANCE


AUTHORIZED SIGNATURE

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: July 1, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENTS-Boards & Commissions

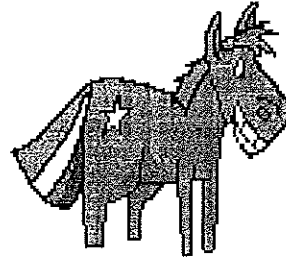
I am recommending the following appointments to Town Boards and Commissions.

<u>Building Board of Appeals</u>			<u>Term</u>
D	Shelby J. Brown	2 Sunset Ridge Drive	12/17
<u>Board of Ethics</u>			
R	Jack W. Jacobs	505 Burnside Ave., C-14	12/18
<u>Historic District Commission</u>			
D	Mary E. Manns	74 Lawrence Street	12/16
<u>Hockanum River Commission</u>			
D	Micah J. London	162 Arbutus Street	12/14
<u>Inland-Wetlands/Environment Commission (Alternate)</u>			
D	Ashley Brown	2 Sunset Ridge Drive	12/15
<u>Patriotic Commission</u>			
D	Gregory K. Simms, Jr.	245 Hollister Drive	12/13
<u>Pension & Retiree Benefit Board</u>			
R	Robert J. Damaschi, Sr.	11 Hartz Lane	12/13
<u>Veterans Affairs Commission</u>			
D	Gregory K. Simms, Jr.	245 Hollister Drive	12/15

Please place on the Town Council Agenda for July 16, 2013.

Thank you.

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full- ~

1. Shelby J. Brown
Your name exactly as it appears on the E. Hrtfd. Voter Registration List

2. 2 Sunset Ridge Dr
Street Address
06105
Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. _____
Home Phone

5. ⁽⁸⁶⁰⁾ 299-6296
Cell Phone

6. brown_shelby@hotmail.com
Personal e-mail address

7. _____
Occupation

8. State of CT
Employer
Board of Regents for Higher Education

9. 66 Woodland St
Employer/Work Address
Hartford, CT 06105

10. ⁽⁸⁶⁰⁾ 244-7660
Work Phone

11. Masters Degree
Formal Education Level Achieved
by doctoral work completed

12. Black/African American
Ethnicity (Optional)

13. 3 years
Years as E. Hrtfd. Resident

14. Building Board of Appeals
Name of Board or Commission you would like to serve on

15. East Hartford Womens Club, Girl Scouts
*Community based activities and/or civic/volunteer organizations activities you have participated in
(1990-1998)

16. I am a very committed community activist ->
*Your reason for being interested in serving our Town in this capacity

17. experience and housing knowledge
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. [Signature]
YOUR SIGNATURE

19. 5/13/13
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member The Carlson

* Voter Registration Information Certified by Voter Registrar Judith A. Shandera

At a duly called meeting of the E. Hrtfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the: Building Board of Appeals

[Signature]
Catherine P. Gondio Secretary
(Director 2013-15)

5.20.13
Date



DEMOCRATS
DEMOCRATIC TOWN COMMITTEE
OF EAST HARTFORD

June 7, 2013

Mayor Marcia Leclerc
Town of East Hartford
740 Main St
East Hartford, CT 06108

Dear Mayor Leclerc:

Please be advised that on Thursday, May 16, 2013 at a duly called meeting of the East Hartford Democratic Town Committee Executive Board and District Chairs, who serve as our Party's Permanent Nominating Committee, Mary E. Manns of 74 Lawrence Street, East Hartford, CT 06108 (860.895.9567) was unanimously endorsed to move from the alternate position to a full position on the Historic District Commission replacing Steven T. Hudak of 282 Chester Street, East Hartford, CT 06118 who has moved out of town. Ms. Manns and Mr. Hudak were duly elected as Democrats making this appointment available to a Majority Party nominee.

Thank you.

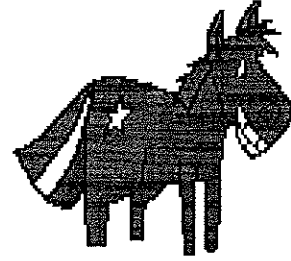
The East Hartford Democratic Town Committee

Catherine F. Condio
Secretary

Donald M. Currey – Town Chair → 14 Martin Circle – East Hartford, CT 06118 – 860.568.5584 – donalde073@aol.com
Joanne S. LeBeau – Vice Chair → 4 Gorman Place – East Hartford, CT 06108 – 860.528.5818 – joannelebeau@gmail.com
Catherine F. Condio – Secretary → 19 Blinn Street – East Hartford, CT 06108 – 860.528.8777 – c.condio@comcast.net
Carol Noel – Treasurer → 102 Christine Drive – East Hartford, CT 06108 – 860.528.6902 – jnoel102@att.net
Theresa Godreau – Deputy Treasurer → 51 Naubuc Avenue – East Hartford, CT 06118 – 860.569.3513 – tgodreau@comcast.net

RECEIVED
JUN 11 2013
TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Micah J. London
Your name exactly as it appears on the E. Htfd. Voter Registration List
2. 162 Arbutus st 06108
Street Address Zip Code
3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY _____
4. _____
Home Phone
5. 860-817-9914
Cell Phone
6. Mai.k@blue77.com
Personal e-mail address
7. PI Tech
Occupation
8. Barnes Aerospace
Employer
9. _____
Employer/Work Address
10. _____
Work Phone
11. Some collage
Formal Education Level Achieved
12. American (white)
Ethnicity (Optional)
13. 2
Years as E. Htfd. Resident
14. Hockanum River Commission
Name of Board or Commission you would like to serve on
15. ○
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. I want to get involved.
*Your reason for being interested in serving our Town in this capacity
17. It is in my back yard
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. M London
YOUR SIGNATURE

19. 5-16-13
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Joe Carlson

* Voter Registration Information Certified by Voter Registrar

Judith A. Slanahan

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Hockanum River Commission

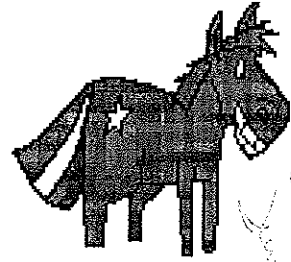
Catherine F. Condlo
Catherine F. Condlo Secretary

5.20.13
Date

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**

The Town of East Hartford, CT is a "Minority Representation" Municipal Government. This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey



-Please print and complete the following information in full-

1. Ashley Brown
Your name exactly as it appears on the E. Htfd. Voter Registration List
 2. 2 Sunset Ridge Dr.
Street Address Zip Code
 3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY _____
 4. 860-368-8132
Home Phone
 5. _____
Cell Phone
 6. ashleybrown180@grail.com
Personal e-mail address
 7. Engineer
Occupation
 8. State of CT - DEEP
Employer
 9. 79 Elm Street
Employer/Work Address
 10. 860-424-3627
Work Phone
 11. Bachelors
Formal Education Level Achieved
 12. Afro American
Ethnicity (Optional)
 13. 2
Years as E. Htfd. Resident
 14. Inland-Wetlands/Environmental Commission
Name of Board or Commission you would like to serve on
 15. Roll Standing + cold drop
*Community based activities and/or civic/volunteer organizations activities you have participated in
 16. Would like to be involved in the environmental changes in town
*Your reason for being interested in serving our Town in this capacity
 17. I work for the Department of Environmental Protection + I am an Environmental Engineer that loves winter and nature.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve
- *Please use the back of this page if you need more space or attach a resume if you wish
18. [Signature]
YOUR SIGNATURE
 19. 6/13/13
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member Joe Carlson

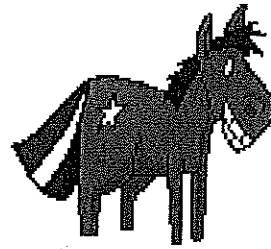
*Voter Registration Information Certified by Voter Registrar Judith Adlanaka

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:
Inland Wetlands Commission

[Signature]
Catherine V. Condo Secretary
(Drafted 2/28/11)

6.20.13
Date

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government. This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Gregory Keith Sims Jr
Your name exactly as it appears on the E. Hrtfd. Voter Registration List

2. 245 Hollister Dr
Street Address

06118
Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. 919-394-2059
Home Phone

5. Same
Cell Phone

6. gregorysimsjr@gmail.com
Personal e-mail address

7. Project Planner/Master Scheduler
Occupation

8. Alstom Power, Inc
Employer

9. _____
Employer/Work Address

10. _____
Work Phone

11. MS Administration/Business
Formal Education Level Achieved

12. Black
Ethnicity (Optional)

13. 5.75
Years as E. Hrtfd. Resident

14. Veterans' Commission, Patriotic Commission
Name of Board or Commission you would like to serve on

15. Alpha Phi Alpha Fraternity Inc., Hartford Ruff Ryders (social club)
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. Please see attached email
*Your reason for being interested in serving our Town in this capacity

17. 10 year service Veterans Experience in Project Management, youthful perspective, demonstrated understanding in the changes of our military culture. Partial fluency in Spanish
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. YOUR SIGNATURE Gregory K. Sims Jr

19. DATE 11 April 2013

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Donald M. Currey
Voter Registration Information Certified by Voter Registrar

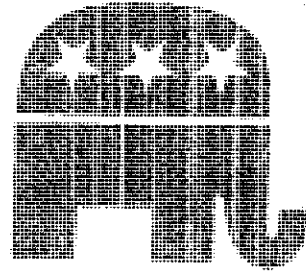
At a duly called meeting of the E. Hrtfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Patriotic Commission

Catherine F. Condio
Catherine F. Condio Secretary

Date 5.20.13

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



Republican Town Committee Chairman,

-Please print and complete the following information in full-

1. ROBERT G. DAWBISCH SR 2. 11 HARTZ LANE
Your name exactly as it appears on the E. Htfd. Voter Registration List - Street Address Zip Code

3. PARTY AFFILIATION REPUBLICAN UNAFFILIATED OTHER _____

4. 860-5686227 5. _____ 6. _____
Home Phone Cell Phone Personal e-mail address

7. RETIRED 8. _____
Occupation Employer

9. _____ 10. _____
Employer/Work Address Work Phone

11. HIGH SCHOOL 12. _____ 13. 45
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. PENSION BOARD
Name of Board or Commission you would like to serve on

15. BO OF ED
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. _____
*Your reason for being interested in serving our Town in this capacity

17. _____
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. Robert G. Dawbisch Sr. 19. 6-24-2013
YOUR SIGNATURE DATE

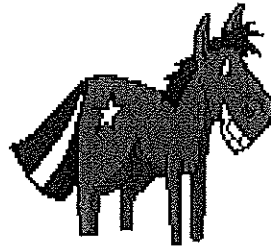
THIS SPACE FOR USE BY REPUBLICAN TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

Date _____

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



The Town of East Hartford, CT is a "Minority Representation" Municipal Government.

This Form is to be used to request nomination to a position by the East Hartford Democratic Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Gregory Keith Sims Jr
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 245 Hollister Dr
Street Address

06113
Zip Code

3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY

4. 919-394-2059
Home Phone

5. Same
Cell Phone

6. gregorysimsjr@gmail.com
Personal e-mail address

7. Project Planner/Master Scheduler
Occupation

8. Alstom Power, Inc
Employer

9. _____
Employer/Work Address

10. _____
Work Phone

11. MS Administration/Business
Formal Education Level Achieved

12. Black
Ethnicity (Optional)

13. 5.75
Years as E. Htfd. Resident

14. Veteran's Commission, Patriotic Commission
Name of Board or Commission you would like to serve on

15. Alpha Phi Alpha Fraternity Inc., Hartford RAPP Ryders (social club)
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. Please see attached email
*Your reason for being interested in serving our Town in this capacity

17. 10 year service Veterans Experience in Project Management, Youthful Perspective, demonstrated understanding in the changes to our military culture. Partial fluency in Spanish
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. YOUR SIGNATURE Gregory K. Sims Jr

19. DATE 11 April 2013

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member Juan F. Ortiz

Judith Fishback
* Voter Registration Information Certified by Voter Registrar

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Veteran's Commission

Catherine F. Condit
Catherine F. Condit Secretary

Date 5.20.13

EAST HARTFORD REPUBLICAN TOWN COMMITTEE

505 Burnside Ave (C14), East Hartford CT 06108

860/983-4104

email: jackwjacobs@sbcglobal.net

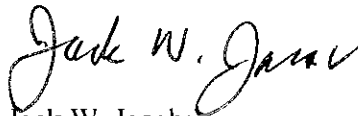
HON MARCIA LECLERC
MAYOR OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD CT 06108

June 16, 2013

Dear Mayor Leclerc:

The East Hartford Republican Town Committee elected Robert J. Damaschi Sr. of 11 Hartz Lane (860 568-6327 / damaschi.j@sbcglobal.net) to replace Eileen Powers on the Pension & Retiree Benefit Board.

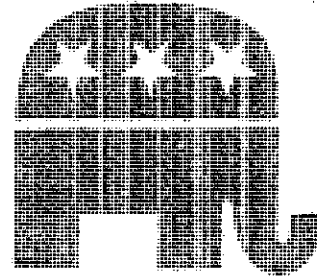
Sincerely yours,



Jack W. Jacobs
Chair, EHRTC

Cc: Robert Pasek
Esther B. Clarke
Eric Thompson
Pat Harmon
Joe Carlson

**TOWN OF EAST HARTFORD, CT
STATEMENT OF INTEREST IN SERVING ON A
BOARD OR COMMISSION**



Republican Town Committee Chairman,

-Please print and complete the following information in full-

1. Jack W. Jacobs
Your name exactly as it appears on the E. Hfd. Voter Registration List
2. 505 Burnside Ave Apt C-14
Street Address Zip Code
06108-3566
3. PARTY AFFILIATION REPUBLICAN UNAFFILIATED OTHER
4. (860) 206-4539 Home Phone 5. (860) 983-4104 * Cell Phone preferred phone
6. jackwjacobs@sbcglobal.net Personal e-mail address
7. Carpet + Flooring Installer Occupation
8. contractor mainly for Carpets Plus of CT Employer
9. 35 Franklin St. East Hartford 06108 Employer/Work Address
10. 860 282-0008 Work Phone
11. High School graduate Formal Education Level Achieved
12. _____ Ethnicity (Optional)
13. 8 Years as E. Hfd. Resident
14. Ethics Commission
Name of Board or Commission you would like to serve on
15. Republican Town Committee; Economic Development Commission
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. Need for Republican representation, recommended by Town Committee
*Your reason for being interested in serving our Town in this capacity
17. Honesty, impartiality
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

*Please use the back of this page if you need more space or attach a resume if you wish

18. Jack W. Jacobs
YOUR SIGNATURE

19. 6/30/2013
DATE

THIS SPACE FOR USE BY REPUBLICAN TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

Date _____

EAST HARTFORD REPUBLICAN TOWN COMMITTEE

505 Burnside Ave (C14), East Hartford CT 06108

860/983-4104

email: jackwjacobs@sbcglobal.net

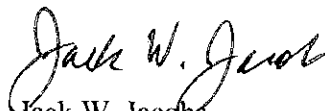
HON MARCIA LECLERC
MAYOR OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD CT 06108

June 16, 2013

Dear Mayor Leclerc:

The East Hartford Republican Town Committee elected Jack W. Jacobs of 505 Burnside Avenue Apt. C-14 (860 983-4104) to replace Eileen Powers on the Ethics Commission.

Sincerely yours,



Jack W. Jacobs
Chair, EHRTC

Cc: Robert Pasek
Esther B. Clarke
Eric Thompson
Pat Harmon

Robert J. Beak

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

2013 JUL 11 A 11:37

(860) 291-7208

TOWN CLERK
EAST HARTFORD

FAX (860) 289-0831

DATE: July 11, 2013

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, July 16, 2013 6:45 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, July 16, 2013

6:45 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in Executive Session to discuss the following tax appeal cases for Grand List Years 2011 and 2012:

1. Lexham East Hartford, LLC v. Town of East Hartford, Docket No. CV-12-6016250-S
2. Beby, LLC v. Town of East Hartford, Docket No. CV-12-6016266-S
3. Isaac Properties, LLC v. Town of East Hartford, Docket CV-12-6015454-S
4. Governor Street Partners, LLC v. Town of East Hartford, Docket No. CV-12-6015453-S
5. Anthony Crane v. Town of East Hartford, Docket No. CV-12-6015452-S
6. Zelda Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015449-S
7. 151 Roberts, LLC v. Town of East Hartford, Docket No. CV-12-60155069-S
8. Casper Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015441-S
9. Jakiram, LLC v. Town of East Hartford, Docket No. CV-12-6015605-S
10. 764 Silver Lane, LLC v. Town of East Hartford, Docket No. CV-12-6015606-S
11. 20 Village Street, LLC v. Town of East Hartford, Docket No. CV-12-6015607-S
12. Zimba Enterprises, LLC v. Town of East Hartford, Docket No. CV-12-6015451-S

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor