



REQUEST FOR PROPOSALS

NATURAL HAZARD MITIGATION PLANNING SERVICES

This “Request for Proposals” (RFP) is an official notification for the need of Planning Services for the Connecticut Metropolitan Council of Governments (MetroCOG) *2019 Multi-Jurisdictional Natural Hazard Mitigation Plan Update*. A submittal of a proposal does not guarantee that the firm will be contracted to perform any services but only serves notice to the Connecticut Metropolitan Council of Governments (MetroCOG) that the firm desires to be considered.

Issue Date: Friday, September 14, 2018

Response Date/Time: Friday, October 5, 2018 @ 3:00PM

Response Location:

Mr. Patrick Carleton, Deputy Director
Connecticut Metropolitan Council of Governments
1000 Lafayette Boulevard, Suite 925
Bridgeport, Connecticut 06604

This “Request for Proposals” and all subsequent addenda and revisions will be made available at <http://www.ctmetro.org/aboutus/for-vendors/>. All prospective applicants should continue to check the website for any changes to the RFP.

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I. Introduction:

The Connecticut Metropolitan Council of Governments (“MetroCOG”), the Council of Governments for the Greater Bridgeport Region is accepting proposals to select a professional planning firm or team to update our *Greater Bridgeport Multi-Jurisdictional Natural Hazard Mitigation Plan*, which was last updated in 2014 and formally approved by the Federal Emergency Management Agency (FEMA) on July 22, 2014.

MetroCOG’s *2019 Multi-Jurisdictional Natural Hazard Mitigation Plan Update* will be funded through the Connecticut Department of Emergency Services and Public Protection’s (DESPP) Division of Emergency Management and Homeland Security (Award # PDMC-PL-01-CT-2017-022) via the Federal Emergency Management Agency’s (FEMA) FY 2017 Pre-Disaster Mitigation (“PDM) Grant Program (Competitive Fed Grant No. EMB-2018-PC-0005). The PDM Program is authorized by Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §5133).

MetroCOG envisions a planning firm and/or team will provide technical services related to preparation, completion, submittal and approval of an updated Multi-Jurisdictional Natural Hazard Mitigation Plan for the Greater Bridgeport Region. The plan development process and plan content should align with the Scope of Services outlined in Attachment A of this RFP, and more importantly with FEMA’s Community Rating System Activity 510 (Floodplain Management Planning) to maximize activities eligible for CRS credits under this activity.

II. Background:

The Greater Bridgeport Region is made up of the City of Bridgeport and the Towns of Easton, Fairfield, Monroe, Stratford and Trumbull. The Region is in Connecticut’s eastern Fairfield County. Three communities (Bridgeport, Fairfield and Stratford) are situated on Long Island Sound. Please see the attached map that outlines the geographic area to be covered by our Hazard Mitigation Plan Update.

MetroCOG will be the lead agency of the *Greater Bridgeport 2019 Natural Hazard Mitigation Plan Update* and will administer, coordinate and oversee the planning process. MetroCOG will foster inter-agency cooperation between local governments, state and federal agencies, residents and other stakeholders to ensure that a coordinated and efficient hazard mitigation planning process is developed.

As a plan update, the *2019 Greater Bridgeport Natural Hazard Mitigation Plan* will utilize the 2014 plan for historic, baseline data (Please see Attachment C for the 2014 Plan).

III. General Submission Instructions and Requirements

A. Inquires:

Any questions concerning the Scope of Services of this project or requests for additional information, or any other questions should be directed in writing to Mr. Patrick Carleton, Deputy Director, Connecticut Metropolitan Council of Governments by e-mail at: pcarleton@ctmetro.org. Inquiries must be made by 4:00PM on Wednesday, September 26, 2018. No phone calls will be responded to regarding questions associated with this RFP. Responses, if any, shall be in writing. Responses to questions or requests for additional information shall be posted to MetroCOG's website (www.ctmetro.org) by Friday, September 28, 2018 at 3:00PM and it is the responsibility of the consultant to check the website for updates or addendums to this RFP.

Please note that it is MetroCOG's policy to respond only to technical questions. Under no circumstances will MetroCOG provide interpretive guidance. No oral interpretations shall be made to any respondent as to the meaning of any of the documents. Written approval of MetroCOG is required prior to any public disclosure of the cost proposal submitted in response to this RFP or any other subsequent awards.

B. Proposal Requirements & Format:

MetroCOG, acting through a Selection Committee consisting of representatives from MetroCOG and our member municipalities will select a qualified professional planning firm or team based on the information outlined below. Qualifying firms or teams must demonstrate experience and expertise in developing and/or updating FEMA approved Multi-Jurisdictional Natural Hazard Mitigation Plans, with an emphasis on Community Outreach, Data Collection & Analysis, Risk Assessments, Development of Mitigation Strategies, and alignment with CRS Activity 510 (Floodplain Management Planning), among a variety of other tasks.

Written proposals should include, at a minimum the following information:

1. *Letter of Interest/Cover Letter/Contact Information:* Please provide a Cover Letter outlining your firm's desire to conduct the *2019 Greater Bridgeport Natural Hazard Mitigation Plan*. Please include name and contact information of the firm's authorized representative and the project manager; as well as a list of sub-consultants, if applicable.
2. *Consultant Qualifications & Capabilities:* Describe the qualifications and capabilities of the firm, team or individuals as they relate to experience with FEMA approved Natural Hazard Mitigation Plans and FEMA's Community Rating System (CRS) Program.
3. *Technical Approach/Proposed Scope of Services:* Describe the technical approach and proposed scope of services that will be used to complete the Plan. Any recommendations to improve the suggested Scope of Services (Attachment A) or

support the project; as well as any thoughts your firm may have on efficient delivery of the project should also be included.

4. Past Project Experience: Include descriptions of comparable projects and provide summaries and reports of related and relevant work completed. Summarize the scope of work performed, why the unique approach to this project was successful and provide client contact information. Please include a description of why/how MetroCOG’s project will be similar and different regarding potential challenges.
5. Cost Proposal: Provide a detailed cost breakdown of all personnel and sub-consultants to be utilized for this project. As the update process will utilize HAZUS-MH for the risk assessment, provide a cost for a basic HAZUS assessment and an advanced HAZUS assessment.
6. Key Personnel Assigned to Project: Identify specific personnel that will be assigned to the following key roles for the project: Project Manager and Lead Technical Staff members. Personnel identified in the proposal must be the principal staff that will work on the project and represent most hours billed to the project. Resumes shall not exceed 3 pages in length. Project staff must meet all local, state, and state and federal requirements to perform work.
7. Schedule: Provide a project schedule that identifies and tracks each specific task and the anticipated date of key milestones & deliverables. The 2019 Plan Update should be completed and ready to submit to DEMHS and FEMA for final approval by March 1, 2019.
8. References: Provide three references from comparable types of projects completed over the last five years. Include project names and locations, name of primary client contacts and their contact information including e-mail addresses and telephone numbers. Indicate the role of your firm in each project and each project’s cost and date of completion.

C. Selection Process:

Activity	Anticipated Completion Date
RFP Issued	September 14, 2018
Questions/Inquiries to MetroCOG	September 26, 2018 by 4:00PM
MetroCOG’s Response to Questions/Inquires	September 28, 2018 by 3:00PM.
Proposals Due	October 5, 2018 by 3:00PM
Review of Responses/Selection of Short List	No later than October 12, 2018
Interviews	No later than October 26, 2018

**Please note the schedule may be altered at the MetroCOG’s discretion.*

Consultants or consortia of consultants will be asked to demonstrate expertise and experience in all skill areas that may be appropriate to the work contemplated for the Natural Hazard Mitigation Plan Update. All RFPs received by MetroCOG will be reviewed and evaluated by a Selection Committee (the “Committee”) comprised of representatives from MetroCOG and its member municipalities. Responses to this RFP will be evaluated based on the consultant’s responses to all relevant criteria stated in this RFP. Proposals will be evaluated and scored by the Committee utilizing a ranking criterion that will consist of the following:

-) Consultant’s Qualifications & Capabilities (35 Points)
-) Technical Approach (25 Points)
-) Past Project Experience (15 Points)
-) Cost Proposal (15 Points)
-) Key Staff Assigned to Project (10 Points)

Up to five prospective consultants will be selected for a short list and each will be requested to participate in an interview and presentation to the Committee. A recommendation of the preferred consultant will be made by the Committee. Upon selection of the preferred consultant, MetroCOG will be authorized to communicate to the selected consultant and begin negotiations.

The selected Consultant will be notified of the decision by the Committee as quickly as possible. Contract negotiations will commence immediately upon notification. A negotiation period will be provided for the selected Consultant and MetroCOG to finalize the Scope of Services, Contract Fee and Agreement. At the end of the negotiation period, the contract shall be awarded. If a negotiated contract cannot be mutually agreed to by both parties, MetroCOG will terminate negotiation and begin negotiations with the second rated firm.

The selected consultant will be required to prepare project documents in a timely manner and submit monthly status reports indicating work completed to date and any problems that have or could have impacted the project schedule. To that end, the Consultant will be expected to assign sufficient administrative, planning, design and support staff to complete the Scope of Work within the established and agreed to schedule. It is expected that this project will take approximately six months.

D. Proposals from Consortia, Joint Ventures and Teams:

Proposal statements from consortia, joint ventures or teams will be accepted. In such cases, a lead firm must be identified for contracting purposes. A qualifications statement must be prepared for each member of the consortia, joint venture or team, and each qualifications statement should clearly identify the lead firm.

In selecting a lead firm, consortia, joint ventures and teams should consider the following: (1) the lead firm should have sufficient experience and expertise to conduct or supervise all facets of the proposed project; (2) the lead firm will be legally responsible to MetroCOG for performance of the total contract; (3) the lead firm must have sufficient resources to carry out the contractual responsibilities of the consortium, joint venture or team.

Please note that firms that are subsidiaries or affiliates of another may not rely on the experience, expertise or resources of its parent firm to meet these requirements.

E. Equal Employment Opportunity

The firm awarded the contract as a result of this RFP, must meet all municipal, state and federal Affirmative Action and Equal Employment Opportunity practices. This will include compliance with E.O. 11246 “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

All respondents should furnish a **detailed statement** describing their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subcontractors.

MetroCOG will not discriminate or permit discrimination against any person or groups of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sexual orientation, or handicap in accepting, reviewing and evaluating proposals.

F. Debarment

All respondents should furnish a detailed statement on company letterhead, signed by an authorized representative of the firm, certifying that the lead firm and any subconsultants are not debarred from receiving federal funds. Please see Attachment D – Debarment Certification Form for a template.

G. Signature Requirements:

Proposals must be signed by a representative of the firm or team having legal authority to contract on behalf of the firm or team. Proposals will be treated as bona fide offers and must remain open for a period of ninety (90) days from the closing date for submissions.

H. Submission of Proposals:

MetroCOG will accept completed proposals by mail or in person, until Friday, October 5, 2018 @ 3:00PM. Proposals submitted via e-mail or facsimile will not be accepted. All submissions should be clearly marked “**2019 Greater Bridgeport Multi-Jurisdictional Natural Hazard Mitigation Plan Update**”. Respondents must submit five (5) original signed copies of their proposal along with one (1) digital copy to: Mr. Patrick Carleton, Deputy Director, Connecticut Metropolitan Council of Governments, 1000 Lafayette Boulevard, Suite 925, Bridgeport, Connecticut 06604.

IV. General Terms & Conditions

Compliance with Local, State & Federal Laws

All respondents shall comply with all applicable local, state and federal laws and regulations. As this Plan will be funded via the State of Connecticut Department of Emergency Services and Public Protection through a Federal Emergency Management Pre-Disaster Mitigation Grant, the respondent shall review all applicable regulations, terms and conditions prior to submitting a response.

Disadvantaged, Minority & Women Business Enterprises (DBE/MBE/WBE) Requirement

MetroCOG takes all necessary affirmative steps to assure that Minority Businesses Enterprises (MBE), Women's Businesses Enterprises (WBE) and Disadvantaged Business Enterprises (DBE) are used when possible. Although this project does not stipulate a required compliance target, MetroCOG will make every effort to consider awarding the contract to a qualified DBE/MBE/WBE firm.

In the case of proposals submitted from Consortia, Joint Ventures and Teams (See Section III. C) lead firms should consider the use of DBE/MBE/WBE firms. Proposals must clearly identify the DBE/MBE/SBE firm, the role the DBE/MBE/WBE will play in the project and the tasks assigned to the DBE/MBE/WBE. Proof of Connecticut DBE/MBE/WBE certification must be submitted with the proposal. Responses that fail to provide proof of DBE/MBE/WBE certification and description of project involvement will be deemed incomplete.

Equal Employment and Nondiscrimination

All contracts awarded under this RFQ are subject to Section 4a-60 of the Connecticut General Statutes, "Nondiscrimination and affirmative action provisions in contracts of the state and political sub-divisions other than municipalities." Contracts also are subject to all other applicable state and federal laws concerning civil rights, nondiscrimination and equal opportunities for employment.

All the potential companies must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity.

The potential company must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order 11246 and as amended in Executive Order 11375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.

In response to this RFP, companies should furnish a detailed statement (See Attachment E) describing their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subcontractors.

Freedom of Information

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

Right to Cancel/Termination

The Connecticut Metropolitan Council of Governments reserves the right to cancel/terminate this RFP at any time, elect to award portions of the attached scope, and to decide not to consider any or all of the respondents submitting information in response to this request.

Cost of Preparing Proposal

All costs associated with any response to this RFP, including the development of costs and participation in the selection process, are the sole responsibility of the respondent firms. MetroCOG will not reimburse any firms for such costs nor will any successful firms be permitted to negotiate such costs as part of any contract or agreement with MetroCOG.

Other

Any firm selected to perform any or all work associated with this RFP will be required to execute an agreement with MetroCOG and meet any conditions on use of funds imposed by the State of Connecticut and the United States Department of Homeland Security & Federal Emergency Management Agency. All fees will be negotiated and stated in the agreement.

Insurance Requirements

1. The company shall carry and maintain in full force and effect for the duration of any contract resulting from this RFQ, appropriate insurance. The company agrees to protect and defend, indemnify, and hold the Connecticut Metropolitan Council of Governments and the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and Town of Trumbull and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs, and legal fees incurred by MetroCOG or the municipalities in defense of same, arising in favor of taxes, claims, liens, debts, personal injuries including employees of the municipalities or MetroCOG, death or damages to property (including property of the MetroCOG or the municipalities) and without limitations by enumeration, all other claims, or demands of every character occurring and caused in whole or in part by any negligent act or omission of the company, any one directly or indirectly employed by the company or anyone for

whose acts company may be liable regardless of whether or not it is caused in part by the MetroCOG or their member municipalities. Company will designate and provide the MetroCOG and municipalities with the identity of a person or persons in the company's employ who shall be responsible for handling claims from the public efficiently and expeditiously.

Policies shall be issued by an insurance company authorized to do business in the State of Connecticut.

2. Insurance similar to that required by the company shall be provided by or on behalf of all subcontractors to cover its operation(s) performed under this contract and included in all subcontracts.
3. Insurance certificates are required with responses to this RFQ. Insurance certificates must be provided in the bid application, documenting coverage for the following:
 - a. Worker's Compensations and Employers Liability in accordance with State of Connecticut Requirements.
 - b. Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - I. \$1,000,000 each occurrence
 - II. \$1,000,000 personal and advertising injury
 - III. \$1,000,000 general aggregate; and
 - IV. \$1,000,000 products/completed operations aggregate
 - c. Comprehensive Automobile Liability Insurance. Covering all owned, hired, and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.
 - d. Professional Liability and Errors & Omissions Insurance in the amount of \$1,000,000. In lieu of the insurance coverage listed under 3. above, the contractor fulfills the insurance requirements by having and maintaining umbrella liability insurance with a minimum:
 - I. \$1,000,000 per occurrence;
 - II. \$1,000,000 aggregate of other than products/completed operations and auto liability; and
 - III. \$1,000,000 products/completed operations aggregate.

All other insurance requirements would remain in effect.

All insurance certificates must name MetroCOG as additional insured on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to MetroCOG.

Indemnification

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Connecticut Metropolitan Council of Governments, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer 's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

Independent Contractor

All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of the Connecticut Metropolitan Council of Governments, and neither the Contractor nor its employees shall be entitled to any benefits to which employees of the Connecticut Metropolitan Council of Governments are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

Collusion

By responding, the firm implicitly states: that his/her proposal has not been made in connection with any other competing firm submitting a separate response to this RFQ; is in all respects fair; and has been submitted without collusion or fraud. It is further implied that the firm did not participate in the RFQ development process, had no knowledge of the specific contents of the RFQ before its issuance, and that no employee of MetroCOG either directly or indirectly assisted in the vendor's proposal preparation.

Attachment A

SCOPE OF SERVICES

Scope of Services

The goal of the *Greater Bridgeport Multi-Jurisdictional Natural Hazard Mitigation Plan Update* is to reduce the loss of life, personal injury and damage to property, infrastructure and natural, cultural and economic resources from a natural disaster. The Plan Update should emphasize actions that can be implemented now and in the immediate future to reduce or prevent damage from a future natural disaster. All assessments and evaluations should be based on an extensive data collection and outreach process to obtain information on the physical setting of the region, existing hazards, and the occurrence, frequency, duration and potency of probable hazards. The plan development process and plan content should align with FEMA's Community Rating System Activity 510 (Floodplain Management Planning) to maximize activities eligible for credit. The Scope of Services should include:

I. Guiding the Planning Process:

The selected Consultant will be responsible for developing the Natural Hazard Mitigation Plan Update. As part of this process, MetroCOG will convene a Technical Advisory Committee (TAC) that includes members of local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, businesses, academia and other private and non-profit interests. The selected Consultant will work with the TAC, who will be responsible for guiding the planning process. The Consultant and TAC will meet as key project milestones are met. MetroCOG will enter into an Agreement with the Consultant and oversee the Consultant throughout the Hazard Mitigation Plan Update.

2. Coordinate with MetroCOG on Public Outreach and Community Engagement:

The update requires a transparent, public participation process and an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval. To achieve these goals, MetroCOG will be hiring a third-party consultant who will be responsible for organizing and holding open forums and workshops on natural hazards and mitigation strategies. A list of stakeholders will be developed and maintained. Interviews will be conducted with relevant municipal staff and local stakeholders to fully understand vulnerabilities and how they respond to an event. As part of the outreach effort, MetroCOG will prepare community and stakeholder surveys to solicit information on recent events, the likely impacts from future events and suggestions on how to mitigate the potential damage from events. The consultant will utilize these surveys to inform relevant aspects of the plan throughout the planning process. A series of public information meetings will be held in the partner communities. Information on the update of the plan, the results of the community workshops and the information surveys will be posted on the MetroCOG website.

3. Assessing Capabilities, Data Collection, Coordinating with Stakeholders

The Consultant will be responsible for collecting and reviewing information on community capabilities, incorporating other plans and local efforts into the NHMP, describing compliance with the NFIP and engaging with agencies and organizations outside the Region's governmental structure. Example entities include adjacent municipalities and regions, state and federal agencies, nonprofits and other regional organizations.

4. Conduct Risk Assessment to Assess Hazards and Impacts:

The consultant will be responsible for the review, analysis and summarization of data about the location, extent, previous occurrences and probability of natural hazards faced by the Region. As part of the Risk Assessment and utilizing HAZUS-MH, the Consultant will identify community assets at risk (people, economy, structures, critical facilities, infrastructure and natural environment). This task will include an analysis of the level of risk and the Region's vulnerability to each hazard. The Consultant will create a GIS database and map the information identified in the Risk Assessment.

5. Develop an Updated Mitigation Strategy

The Consultant shall conduct a systematic review of activities that could prevent or reduce the severity of natural hazard impacts. The Consultant will discuss activities recommended by previous plans and the status of implementation. Through engagement with the public and local stakeholders, the Consultant will program activities appropriate to the community/region and organize the activities by "Type of Mitigation Action" (FEMA Handbook, 6-4). The activities will be prioritized based on a Benefit Cost Analysis. A final Action Plan will be developed and incorporated into the Update.

6. Develop a Maintenance Plan & Evaluation Process

The process, method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle will be developed by the Consultant. The process will include an opportunity for public comment, an annual report on implementation, and recommendations on how local governments may incorporate the mitigation strategy and other information contained in the plan into future planning mechanisms, such as comprehensive or capital improvement plans.

7. Compliance with FEMA's Community Rating System Program

Currently, one MetroCOG municipality, the Town of Fairfield is a CRS Class 8 Community. Fairfield received 205 points for CRS activity 510, Floodplain Management Planning. The Town of Trumbull recently completed their Community Assistance Visit and anticipates acceptance into the program by May 2019. The City of Bridgeport and Town of Stratford have expressed interest in the program as well. The selected consultant will ensure that the plan development process and plan contents align with CRS Activity 510 so as to maximize potential CRS credits for participating and interested municipalities. Eligible activities should be recorded per CRS requirements.

8. Draft Updated Natural Hazard Mitigation Plan

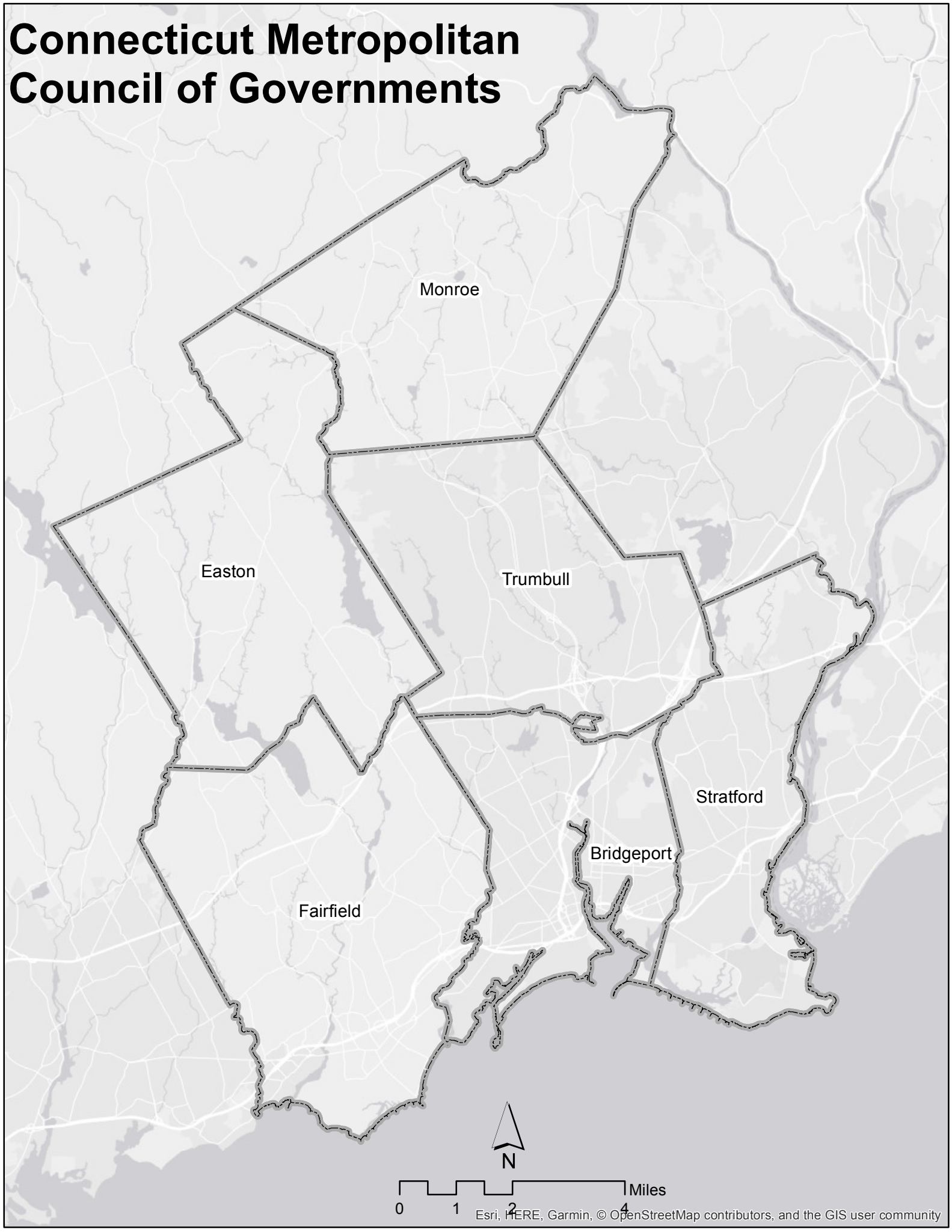
9. Oversee Submittal to State of Connecticut Department of Emergency Management and Homeland Security (DEMHS) and the Federal Emergency Management Association (FEMA)

The plan update will be released to the public once a draft is finalized. MetroCOG will host Public Meetings on the draft, with the Consultant responsible to attend and provide support. The public's questions, comments, and recommendations will be reflected in the final draft, which will be submitted to the State Hazard Mitigation Officer (SHMO) and FEMA for approval. Once the SHMO and FEMA review the NHMP update, the plan will be adopted and endorsed by each local legislative body. MetroCOG will assist municipal partners throughout the adoption and endorsement process.

Attachment B

MAP OF PROJECT AREA

Connecticut Metropolitan Council of Governments



Monroe

Easton

Trumbull

Stratford

Bridgeport

Fairfield



0 1 2 4 Miles

Attachment C

**Greater Bridgeport
2014 Natural Hazard Mitigation Plan Update**

[Link to Plan](#)

Attachment D

DEBARMENT CERTIFICATION FORM

DEBARMENT CERTIFICATION FORM

This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.

I, _____ an authorized representative of _____ (company) certify that _____ (company) is not debarred from receiving Federal funds.

_____ (Signature)

_____ (Print name)

_____ (Title)

_____ (Date)

Attachment E

GENERAL TERMS AND CONDITIONS

GENERAL GRANT CONDITIONS

SECTION 1: Grant Funds.

Grant funds shall be obligated on a reimbursement basis only and upon submission by the sub-grantee of a request for reimbursement for which all work and costs have been clearly identified and all supporting back up documentation has been attached. Any work that was done prior to grant award, with the exception of eligible pre-award costs identified within the sub-grantee's Federally approved project application, will not be eligible for reimbursement. The sub-grantee agrees to expend grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of this Pre-Disaster Mitigation (PDM) Grant.

SECTION 2: Fiscal Control.

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

SECTION 3: Quarterly Reports.

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

SECTION 4: Changes in Scope of Work.

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

SECTION 5: Deadlines and Extensions.

FEMA regulations require sub-grantees to complete project work by date as identified on the Sub- Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding. Please note that a request for an extension does not guarantee approval.

SECTION 6: Disallowed Costs.

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

SECTION 7: Funding Limitation.

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

SECTION 8: Retention of Records and Records Accessibility.

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

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action Plans for audits of each of the fiscal years included in the period of this grant and any Amendments thereto.
- 9.2. If the sub-grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the sub-grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee received State Financial Assistance from DESPP/DEMHS for this grant and it is the only State Financial Assistance that the sub-grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the sub-grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and nonprofit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee receives Financial Assistance under only one Federal program. For audit purposes, State or sub-grantee match funds as identified on the Notice of Sub-Grant Award, are subject to the same requirements as the federal

monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Conflict of Interest.

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

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The sub-grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The sub-grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The sub-grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The sub-grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The sub-grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.

- 11.8. If the grant is a public works contract, the sub-grantee agrees and warrants that the sub-grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the sub-grantee's good faith efforts shall include but shall not be limited to the following factors: The sub-grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The sub-grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- 11.10. The sub-grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The sub-grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such sub-grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the sub-grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
- a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collaborative bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on

Human Rights and Opportunities advising the labor union or worker's representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- 11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi- public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1-11.12).

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several

continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

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

SECTION 14: Independent Contractor.

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

SECTION 15: Federal Compliance and Assurances.

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

SECTION 16: Non-Supplanting.

- 16.1. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees that these sub-grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and Federal funds.
- 16.2. The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

SECTION 17: Federal Conditions.

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

SECTION 18: Indemnification.

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

SECTION 19: Insurance.

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

SECTION 20: Special Grant Conditions.

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

SPECIAL SUB-GRANT CONDITIONS

1. The sub-grantee, including all other recipients of assistance under the sub-grant, whether by contract, subcontract, or sub-grant, upon request, agrees to cooperate with research and evaluation efforts of DESPP/DEMHS or any party designate by DESPP/DEMHS for such purpose. The sub-grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DESPP/DEMHS or its designee; and 3) permitting access by DESPP/DEMHS or its designee to any and all project information whether stored by manual or electronic means.
2. It will be the sole responsibility of the sub-grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this sub-grant application and sub-grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any Federal and state law, court rules, or rules of professional conduct applicable to the work performed by the sub-grantee.
3. The sub-grantee shall comply with the following statutes and regulations:
 - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
4. The sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The sub-grantee also specifically assures and certifies that:
 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 2. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 3. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
 4. It will comply with all lawful requirements imposed by the awarding agency, specifically

including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
7. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
8. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
10. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
11. It will comply (and we require any sub-grantee's or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
12. If a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Environmental Review Project Conditions

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

Other Project Conditions

1. All permits must be obtained and forwarded to the DESPP/DEMHS before any work begins.
2. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.
3. Sub-grantees must comply with all HMA requirements, grant management procedures in 44