

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 07/01/2024 (DEEP Electronic Format)

Connecticut Recreational Trails Grant
(Trolley Trail Bridge Improvements)

STATE OF CONNECTICUT

DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:

- GRANT
- PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2024-309 P.O. 78253
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CONTRACTOR	(3) CONTRACTOR NAME Town of Branford	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 1019 Main Street, Branford, CT 06405	CONTRACTOR FEIN/SSN 06-6001964

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) 3 Years from Execution	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of six pages numbered A-1 through A-6 inclusive.

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of one-page numbered B-1.

Total Payments Not to Exceed the Maximum Amount of \$400,000.00.

(11) OBLIGATED AMOUNT
\$400,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$400,000.00	DEP44321	12052	43314	64002	DEPA00029001213	155005				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended; PA 23-205	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) <i>Signed by: James B Cosgrove</i>	TITLE Jaime Cosgrove, First Selectman	DATE 12/24/2024	
(25) AGENCY (AUTHORIZED OFFICIAL) <i>Signed by: Michael Lambert</i>	TITLE Michael Lambert, Bureau Chief of Outdoor Recreation	DATE 12/24/2024	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) Jeffrey Zeman	Digitally signed by Jeffrey Zeman Date: 2024.12.26 11:55:25 -05'00'	DATE	

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

STANDARD TERMS AND CONDITIONS

(Rev.7/01/24)

1. Definitions:

(a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

(b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

(c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

(d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

(e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

(f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.

(g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

(h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

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

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

(k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only,

and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified

in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject

to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL,” the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

10. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors’ costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor’s or Contractor Party’s obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

11. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract 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 this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
 13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one

- year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
 25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
 27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
 30. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

APPENDIX A
SCOPE OF WORK

Purpose: To provide a Connecticut Recreational Trails Grant pursuant to C.G.S. §23-103 to the Town of Branford (hereinafter the “Contractor”) for design and construction of the Trolley Trail Bridge and improvements to the trail (hereinafter the “Trail”) the bridge is located in the Southeastern section of the Town of Branford and is integral part of the regional Shoreline Greenway Trail. The project is seeking to address the ongoing erosion issue affecting the intertidal marsh habitat and prevent undermining of the bridge abutments.

Description: The Project referenced above shall be titled: “Trolley Trail Bridge Improvements”

1. Deliverables & Budget:

A Connecticut Recreational Trails Grant, in the total amount of four hundred thousand dollars (\$400,000.00) was awarded to Contractor for this Project pursuant to the Recreational Trails Grant. The Contractor shall develop a workplan and schedule, and submit to Department of Energy and Environmental Protection (DEEP) for approval within two (2) months of execution of this Contract. The Contractor shall comply with the timeline contained in the DEEP approved workplan and schedule submitted.

Eligible project costs shall be reimbursed in accordance with the following budget and associated tasks. Budgetary adjustments will require written approval by DEEP’s Trails and Greenways Program Coordinator (TPC). The Contractor shall notify the DEEP TPC in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. Allowable costs under this Grant shall include all necessary planning, design, land acquisition, construction, construction administration, equipment, trail amenities, trail facilities, parking lots, toilet buildings, signs, benches, publications for bikeways, pedestrian walkways, greenways and multiuse trails, and for development and maintenance of recreational trails and trail-related facilities for both motorized and nonmotorized uses to accomplish the deliverables, provided such costs are incurred after the execution of this Contract.

<i>Project Tasks and Budget Town of Branford</i>			
Tasks	Project Task Types	Project Subtasks	Cost
Task A	Planning	<ul style="list-style-type: none"> • Contractor shall schedule at least one (1) meeting with DEEP to review the Trail, assign responsibilities, and complete Work Plan. 	\$1,000.00
Task B	Design	<ul style="list-style-type: none"> • Final Designed Plans: The Contractor shall develop professionally designed plans to construct the Trail. Such professionally designed plan shall include, but not be limited to information regarding: <ul style="list-style-type: none"> ○ the trail configuration and length; ○ the use(s) of the trail; ○ the tread width of the trail; ○ the grading of the trail; ○ whether the trail is handicap accessible; ○ parking lot(s) near trail; 	\$80,800.00

		<ul style="list-style-type: none"> ○ any material that will be used to resurface the trail such as gravel, wood plank or asphalt, ○ removal of any trees and shrubs; ○ nearby protected wetlands and vernal pools; and ○ signage on trails. <ul style="list-style-type: none"> ● Permits: The Contractor shall apply for and obtain all necessary permits to complete trail and/or trail amenity(ies) (e.g., parking lot) construction. These may include but not be limited to: <ul style="list-style-type: none"> ○ CTDEEP Natural Diversity Data Base (NDDDB) Coordination ○ Local Land Use/Zoning Referral – Erosion & Sedimentation Permits ○ Planning & Zoning Commission Municipal Project Referral (C.G.S. § 8-24) ○ CT Department of Transportation (DOT) District Encroachment Permit ○ Local Aquifer Protection Notification ○ Army Corp of Engineers Permits ● Contract Documents and Bid Development: The Contractor shall develop and implement a competitive bidding process for construction of the Trail. 	
Task C	Construction	<ul style="list-style-type: none"> ● Location Map: The Project site map is attached hereto as Appendix F which consists of eight pages (F-1 through F-8). ● Trail, Bridge, and Public Access Construction: The Contractor shall construct the Trail, Bridge and Public Water Access in accordance with the final design based on the sites plan attached hereto as Appendix F. 	\$664,700.00
Task D	Public Outreach	<ul style="list-style-type: none"> ● Public Meeting(s): The Contractor shall hold public meeting(s) open to the entire community to further refine the proposed concept plan. The Contractor shall ensure that all notices for such public meeting(s) comply with all applicable local and state laws. ● Outreach Materials: The Contractor shall provide press release and social media outreach materials. Where appropriate, in order to comply with Title VI of the Civil Rights Act and to provide for meaningful participation, the Contractor shall translate promotional materials into multiple languages and publish on their webpage and social media platforms to promote and communicate the project. 	\$3,500.00
TOTAL Project Costs			\$750,000.00
Match (≥20% of total project costs.)			\$350,000.00
Grant Amount (≤80% of Total Project Costs)			\$400,000.00

A. General Provisions:

1. The Contractor shall be responsible for maintenance, operation and safety measures for the name of trail. The Contractor shall keep the Trail open to the general public from the date of execution of this Contract until the design life of the Project or the bond repayment term, whichever is later, and shall not charge a fee for use of this trail. Such maintenance activities may include, but are not limited to: (a) brush clearing and trimming; (b) removal of downed logs or portions thereof; (c) removal of invasive plant species as promulgated pursuant to C.G.S. § 22a-381b; (d) maintaining trail blazes; (e) installing and/or repairing erosion control features; (f) trail/bridge repair; (g) drainage upgrades; (h) repairs/upgrades to bog bridges; (i) storm cleanup; (j) maintaining amenities such as parking lots, signage, benches, bathrooms, kiosks and bollards.
2. The Contractor shall ensure that this Project complies with all local, state, and federal requirements.
3. The Contractor shall supervise the preparation of the sites related to this Project.
4. The Contractor shall ensure that all work related to this Project is of a nature that will minimize maintenance and ensure public safety.
5. The Contractor shall develop and obtain all applicable permits prior to construction in accordance with Section 8 below.
6. The Contractor shall obtain written permission from the applicable landowner for all maintenance and/or construction activities to be conducted on such landowner's property, and provide a copy of the executed instrument to DEEP's TPC prior to commencing any work on the said landowner's property. Such written permission may be in the form of, without limitation, a license, lease, easement, authorization letter, or other appropriate instrument. All maintenance and/or construction activities to be conducted on State land shall be conducted in accordance with applicable State policies and coordinated with appropriate State agency owner.
7. The Contractor shall supply all materials and equipment required for the Project.
8. The Contractor shall make landscape improvements to any disturbed area. Grant funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
9. All equipment purchased by the Contractor using the Recreational Trails Grant referenced in the Budget Section below is the property of the Contractor. The Contractor bears sole responsibility for all such equipment purchased by the Contractor, including but not limited to, responsibilities relating to maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any equipment purchased using such Recreational Trail Grant funds.
10. The Contractor shall coordinate cleanup and Project close out, including but not limited to, restoring any area disturbed by such installation to its previous condition or better.

11. Waste Provision:

- The Contractor shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. Location Map: Project site map is attached hereto as Appendix F which consists of eight-pages numbered F-1 through F-8.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Connecticut Bikeway, Pedestrian Walkway, Recreational Trail and Greenway Grant Program. This program shall be referenced as “The Connecticut Recreational Trails Program.” The Contractor shall erect a permanent plaque or sign acknowledging that the Project is a public recreational area and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection. The aesthetics of the said sign shall be determined by the Contractor.

4. Match Requirements: The Contractor agrees to provide to the Commissioner documentation that is has provided not less than twenty percent (20%) of the Project cost as matching contribution. Match documentation may be submitted with each monthly invoice (Appendix C). Matching contribution shall be in the form of cash contributions towards construction contracts, in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount relating solely to this Project. In-kind labor shall be defined as the prevailing wage as determined by the U.S. Department of Labor. No fringe or indirect cost shall be added to in-kind labor. Equipment shall be credited at the rate allowable by the current Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates.

5. Publication of Materials: The Contractor must obtain written approval from DEEP's Trails & Greenways Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

6. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the

Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

7. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Kimberly Bradley
Department of Energy and Environmental Protection
State Parks Division
Trails and Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127
DEEP.CTTrails@ct.gov
<mailto:Kimberly.Bradley@ct.gov>

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP.CTTrails@ct.gov

- 8. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The execution of this contract in no way constitutes the approval by the Agency or any other State Department of any permit or other authorization that may be needed by the Contractor to complete the Project as outlined above. The execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
- 9. Quarterly Progress Reports:** Following Execution of this Contract, the Contractor shall provide quarterly progress reports (consistent with the sample provided in Appendix D) of project status to Kimberly Bradley Trails and Greenways Program Coordinator by the 15th day of the month following the end date of each quarter. The Contractor shall specifically provide quarterly progress reports on January 15th, April 15th, July 15th and November 15th.
- 10. Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by DEEP, an extension of not more than one year from the contract end date may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension shall be requested in writing *no later than 60 days prior to the expiration date of the contract*. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:
 - a. revisions to the maximum Contract payment,
 - b. the total unit cost of service,
 - c. the contract's objectives, services, or plan,
 - d. completion of objectives or services, and
 - e. any other Contract revisions determined material by DEEP.
- 11. Final Report:** Prior to final reimbursement, the Contractor shall submit to the Connecticut Recreational Trails Program Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements have been met and with supporting documentation sufficient to demonstrate eligible expenditures. A sample format is attached as Appendix E.
- 12. Final Financial Report:** Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP – Financial Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is four hundred thousand dollars (\$400,000.00). Project costs in excess of this amount will not be borne by the State.

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion, of such invoices and supporting documentation.
- b. 80% of eligible cost not to exceed \$400,000.00 shall be reimbursed monthly upon execution of the contract and following completion of the Financial Report (Appendix C) upon review and approval of monthly invoices showing work completed and costs thereof, subject to the Commissioner's satisfaction, review and approval.
- c. If no reimbursement request is submitted by the Contractor to DEEP within a six-month period, the Contractor shall submit additional information in its Quarterly Progress Report specifically explaining why no such reimbursement request has been submitted. (*See, Appendix A, Section 9*)
- d. The final reimbursement shall be provided following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Grant amount.
- e. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 90 days of the Contract expiration date.

APPENDIX C
FINANCIAL REPORT/INVOICE

Contractor Name: _____

PSA#: _____ **PO#:** _____ **Invoice Period:** _____

Cash Expenses – Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.

Payment Date	Vendor	Check Number	Total Amount Paid

Total Cost of Cash Expenses: \$ _____

Non-cash services/donation value –Non-cash transactions include donated material goods or volunteer time to provide services in support of this contract activities. Please use additional sheets if necessary.

Date	Description of work completed	Name of volunteer	Hours	Total Contribution (hours x volunteer rate)

Total Costs of Non-cash Expenses: \$ _____

TOTAL Costs (Cash and Non-cash transactions): \$ _____

Reimbursement Amount (equal to the lessor of 80% of Total Costs or Total Cash Expenses): \$ _____

THIS IS YOUR REIMBURSEMENT FORM. Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (Please attach documentation for donated materials along with the value) along with the dates the goods/services were received.

Print Name of Preparer: _____ Signature of Preparer: _____ Date: _____

Mail completed Financial Report (and supporting documentation) to:
Trails and Greenways Program Coordinator
DEEP.CTTrails@ct.gov

APPENDIX D
QUARTERLY PROGRESS REPORT

- A. Project Title:**
- B. Project Number** *(PSA # is located in the upper right corner of your contract):*
- C. Project Sponsor**
- D. Web Site Address** *(If one exists):*
- E. Start Date** *(Per your DEEP Contract, lower right corner, #26 the Attorney Generals signature date):*
- F. End Date** *(Per DEEP Contract):*
- G. Anticipated Completion Date:**
- H. Project Objectives:**
- I. Reporting Period:**
- J. Accomplishments This Period:**
- K. Problems Encountered (If any):**
- L. Percent Completion of Total Project:**
- M. Activities Planned for Next Quarter:**
- N. Financial Status:**
 - As of: _____
 - Total Project Budget: _____
 - Total Match Required: _____
 - Total Expenditures to date: _____
- O. Reimbursement Requested with This Report?** Y N
 - Amount requested this quarter: _____
 - Documentation for this request sent via email or mail on date: ___/___/___
 - 20% match for this request = \$_____ documentation for this request is provided _____ with this submission or was provided _____ previously.
 - Total matching contribution provided to date: _____.

APPENDIX E
FINAL REPORT

1. Submission of Materials: Please send via email to DEEP.CTTrails@ct.gov or mail to:

Trails and Greenways Program Coordinator
Department of Energy & Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

2. Final Report: Per your contract with DEEP, final payment shall be reimbursed following completion of the project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of your project have been met. Your final report must include:

- Project Title
- PSA # and contract period
- Amount of Award
- Project Duration: Year(s) and Month(s)
- Project Manager(s) or Team Members
- Accomplishments (should include all items in contract scope)
- Revisions made to original scope of work (if applicable)
- Digital photograph(s) of the completed project
- Digital map of the completed project site (photo of hard copy map is acceptable)

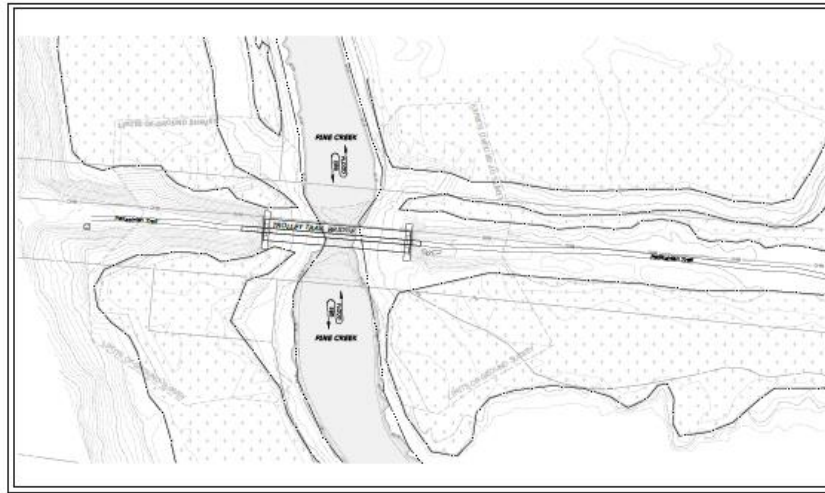
Please email (or mail reports on a CD or other electronic storage device as appropriate) if possible

APPENDIX F LOCATION MAP

ATTACHMENT C - PRELIMINARY PLANS TROLLEY TRAIL BRIDGE EROSION REPAIR AND PUBLIC ACCESS

WEST OF 15 W POINT ROAD
BRANFORD, CONNECTICUT

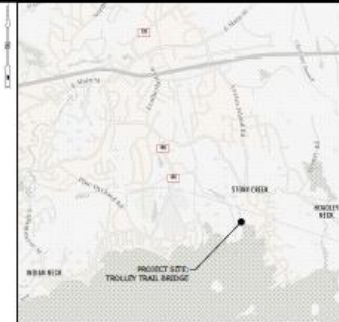
PRELIMINARY DESIGN (60%)
SLR # 12619.00015
MAY 24, 2023



PROJECT SITE VICINITY MAP:



PREPARED BY:



LOCATION MAP:



PREPARED FOR:

TOWN OF BRANFORD
ENGINEERING DEPARTMENT
1015 MAIN STREET
BRANFORD, CT 06405

LIST OF DRAWINGS

NO.	NAME	TITLE
01	-	TITLE SHEET
02	EX-1	EXISTING CONDITIONS
03	EX-2	EXISTING CONDITIONS - TROLLEY TRAIL BRIDGE
04	PR-1	PROPOSED CONDITIONS
05	CS-1	CROSS SECTION - BRIDGE STABILIZATION
06	CP-1	CONSTRUCTION ACCESS
07	DE-1	DETAILS
08	DE-2	DETAILS



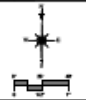
MAPPING AND SURVEY NOTES:

1. TOPOGRAPHIC AND BATHYMETRIC DATA BASED ON GROUND SURVEY PERFORMED BY SLR CONSULTING ON FEBRUARY 15, 2023. TOPOGRAPHIC DATA OUTSIDE OF GROUND SURVEY EXTENTS SUPPLEMENTED WITH LEGAL FROM CONNECTICUT ENVIRONMENTAL CONDITIONS ONLINE (CTECOL 3554).
2. ALL CONTOURS AND ELEVATIONS ARE PRESENTED IN FEET, AND REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
3. NORTH ORIENTATION AND COORDINATES ARE REFERENCED TO THE CORRECTED PROJECTION OF THE NORTH AMERICAN DATUM OF 1983 (NAD83).
4. EXISTING FEATURES OUTSIDE THE LIMITS OF SLR SURVEY, INCLUDING BUT NOT LIMITED TO, EDGE OF PAVEMENT, UTILITIES, AND TREELINES HAVE BEEN DIGITIZED FROM AERIAL IMAGERY. LOCATIONS OF EXISTING FEATURES ARE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
5. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORDED MAPPING AND OTHER DATA SUPPLIED BY RESPECTIVE UTILITY COMPANIES, GOVERNMENTAL AGENCIES AND/OR OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO SLR. THE EXISTENCE, SIZE AND LOCATION OF ALL SUCH FEATURES MUST BE DETERMINED AND VERIFIED IN THE FIELD BY THE APPROPRIATE AUTHORIZED PERSON TO BEGINNING CONSTRUCTION. CALL "CALL BEFORE YOU DIG" 1-800-422-4455.

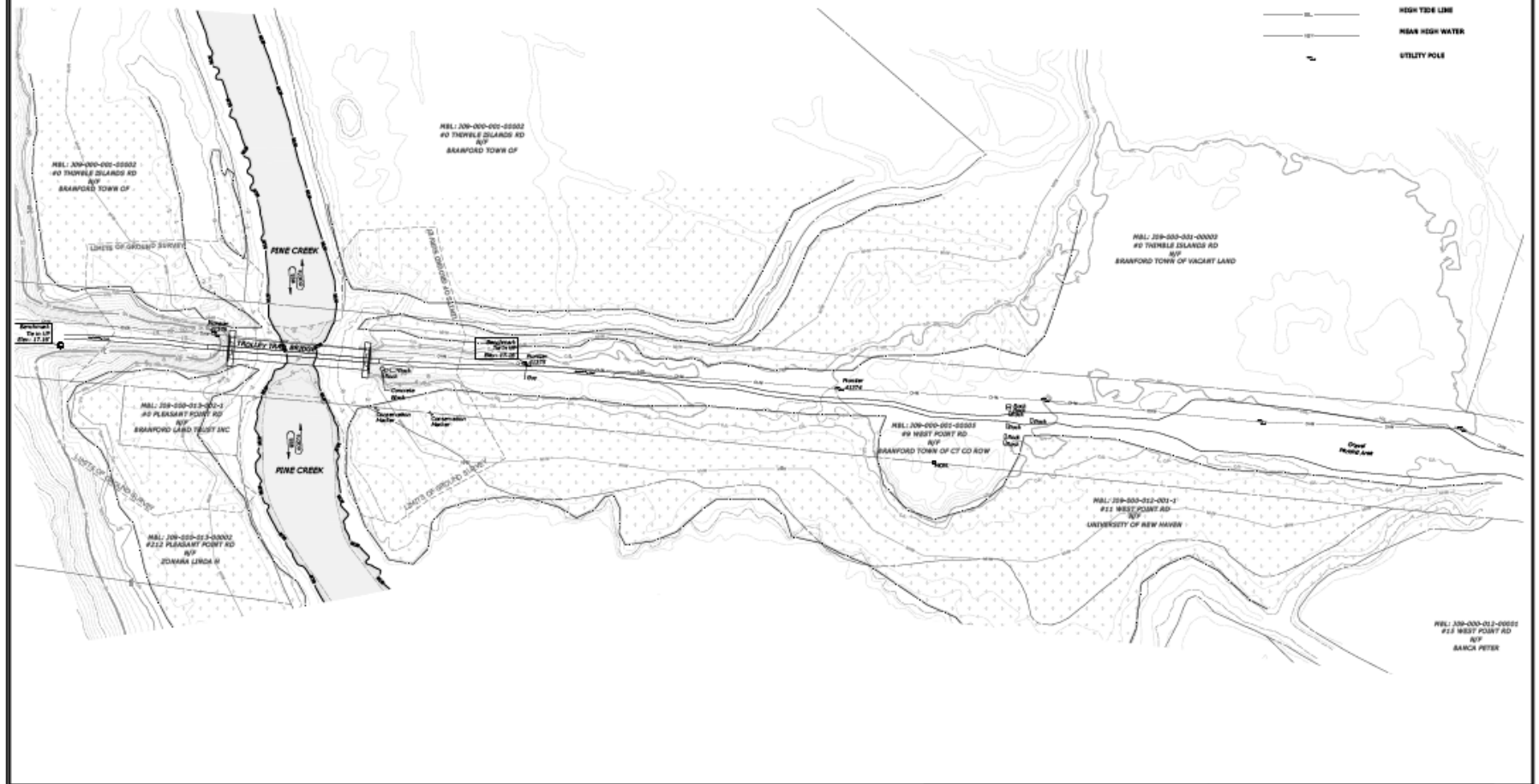
4. PROPERTY BOUNDARY INFORMATION WAS PROVIDED BY THE STATE OFFICE OF POLICY & MANAGEMENT IN GIS FORMAT, AND IS FOR INFORMATIONAL PURPOSES ONLY. ASSESSORS INFORMATION IS APPROXIMATE, AND SHOULD NOT BE CONSIDERED COMPLETE OR CURRENT FOR PURPOSES OF CONSTRUCTION AND/OR BASEMENT NOTATION.
7. SLR INTERNATIONAL CONSULTING ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF MAPS AND DATA WHICH HAVE BEEN SUPPLIED BY OTHERS.
8. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR DETERMINATION.
9. INFORMATION DEPICTED HEREON IS SHOWN AS A REPRESENTATION OF THE PROJECT SITE AT THE TIME IT WAS SURVEYED, AND IS SUBJECT TO CHANGE BASED UPON HIGH FLOWS, FLOOD, EROSION, AND/OR CHANGING SITE CONDITIONS.

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- FEMA 100-YEAR VE ZONE
- PROPERTY LINE
- EDGE OF PAVEMENT
- GRAVEL PATH
- OVERHEAD WIRE
- LIMIT OF GROUND SURVEY
- NEAR LOW WATER
- COASTAL JURISDICTION LINE
- TIDAL VEGETATION LINE
- HIGH TIDE LINE
- NEAR HIGH WATER
- UTILITY POLE



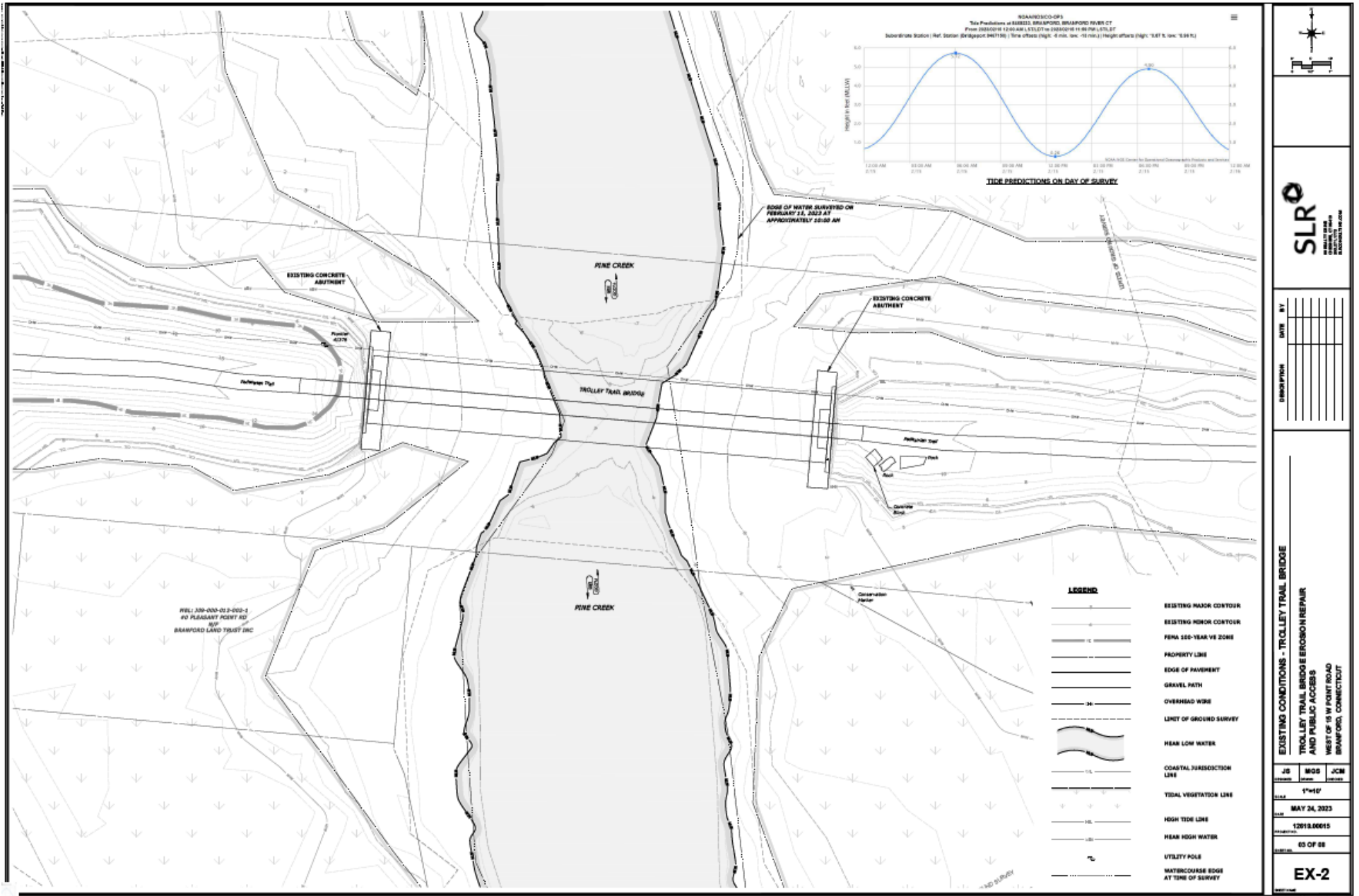
DESCRIPTION	DATE	BY

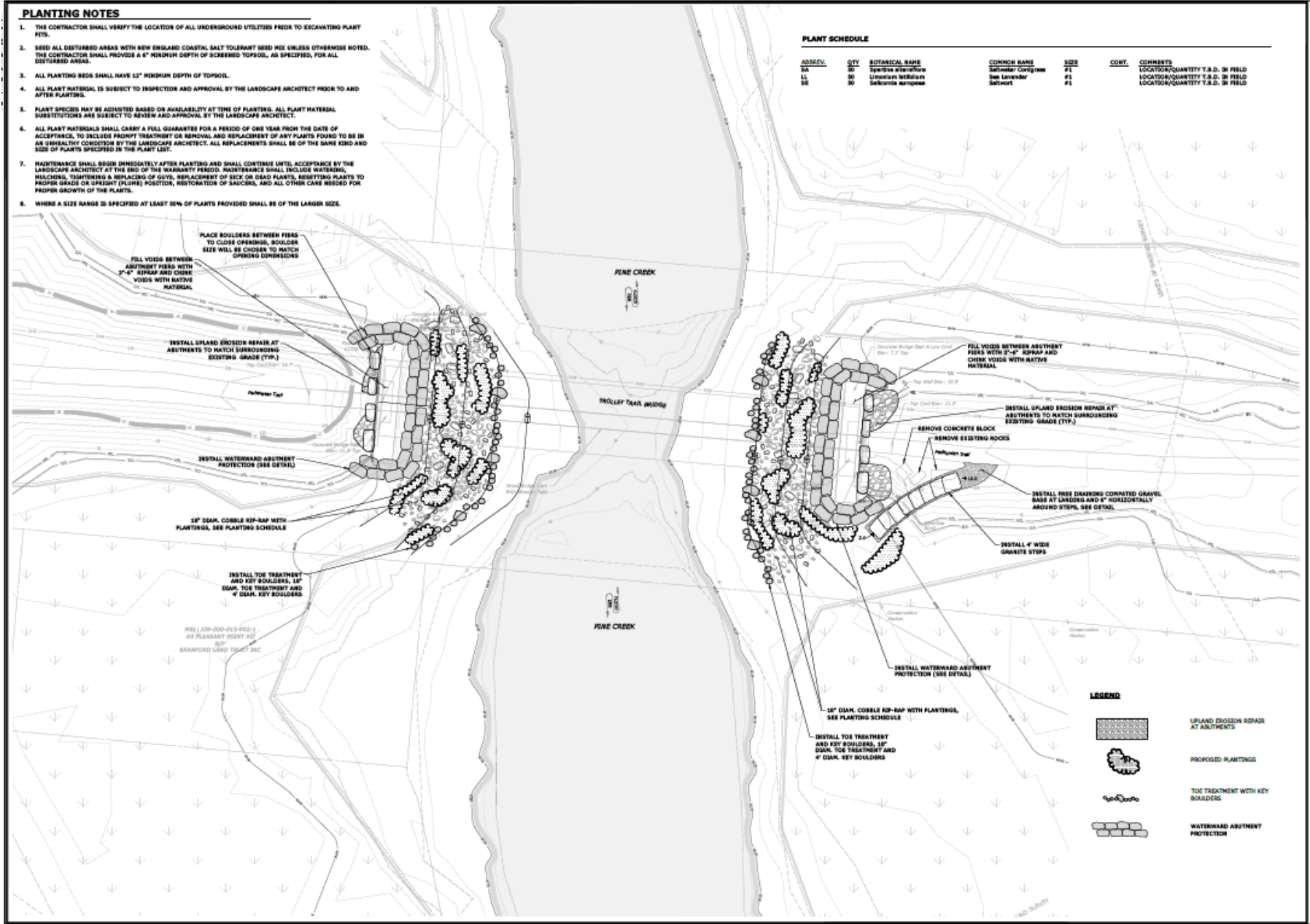


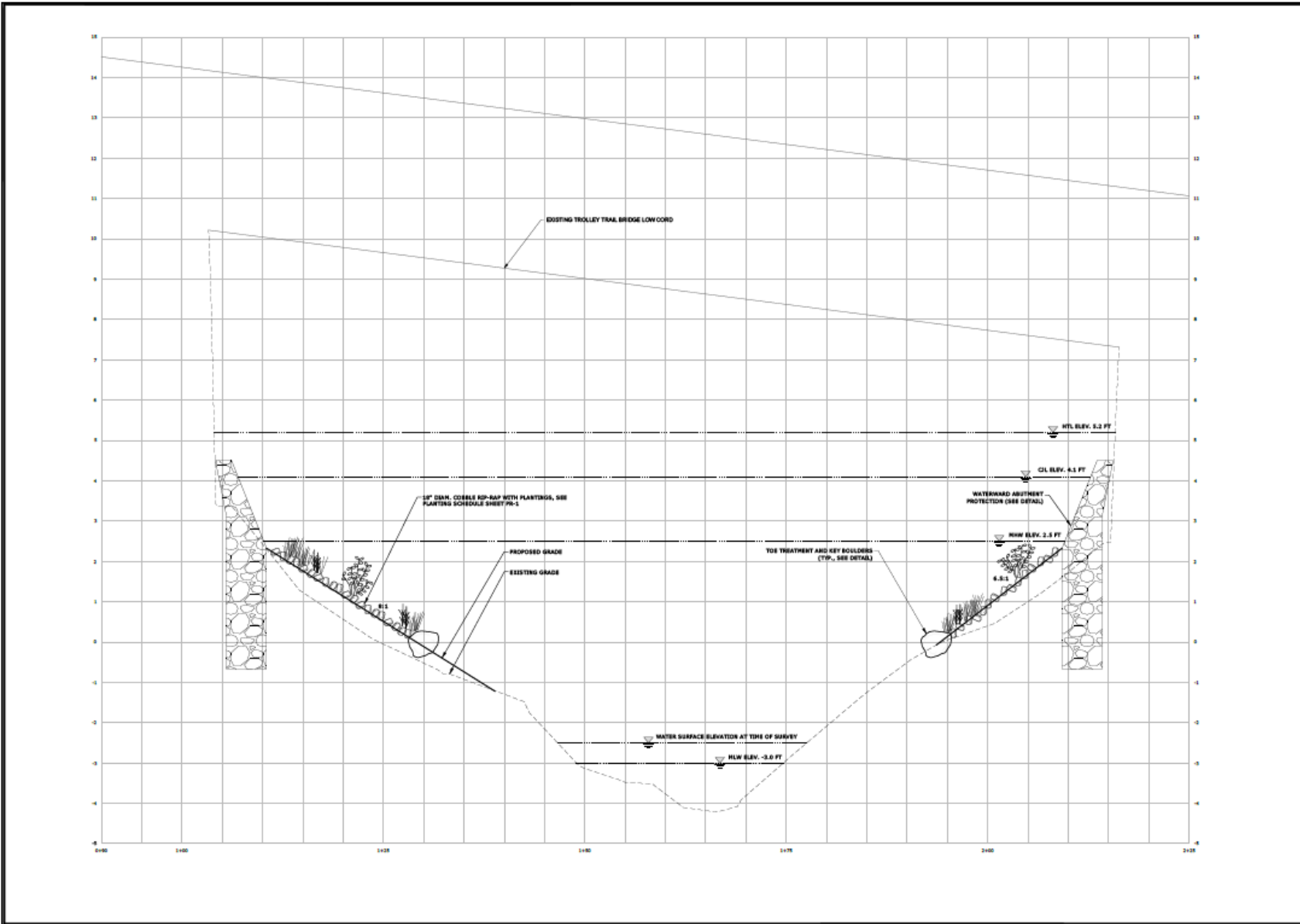
EXISTING CONDITIONS
TROLLEY TRAIL BRIDGE EROSION REPAIR
AND PUBLIC ACCESS
WEST OF 15 W POINT ROAD
BRANFORD, CONNECTICUT

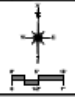
DATE	BY


EX-1







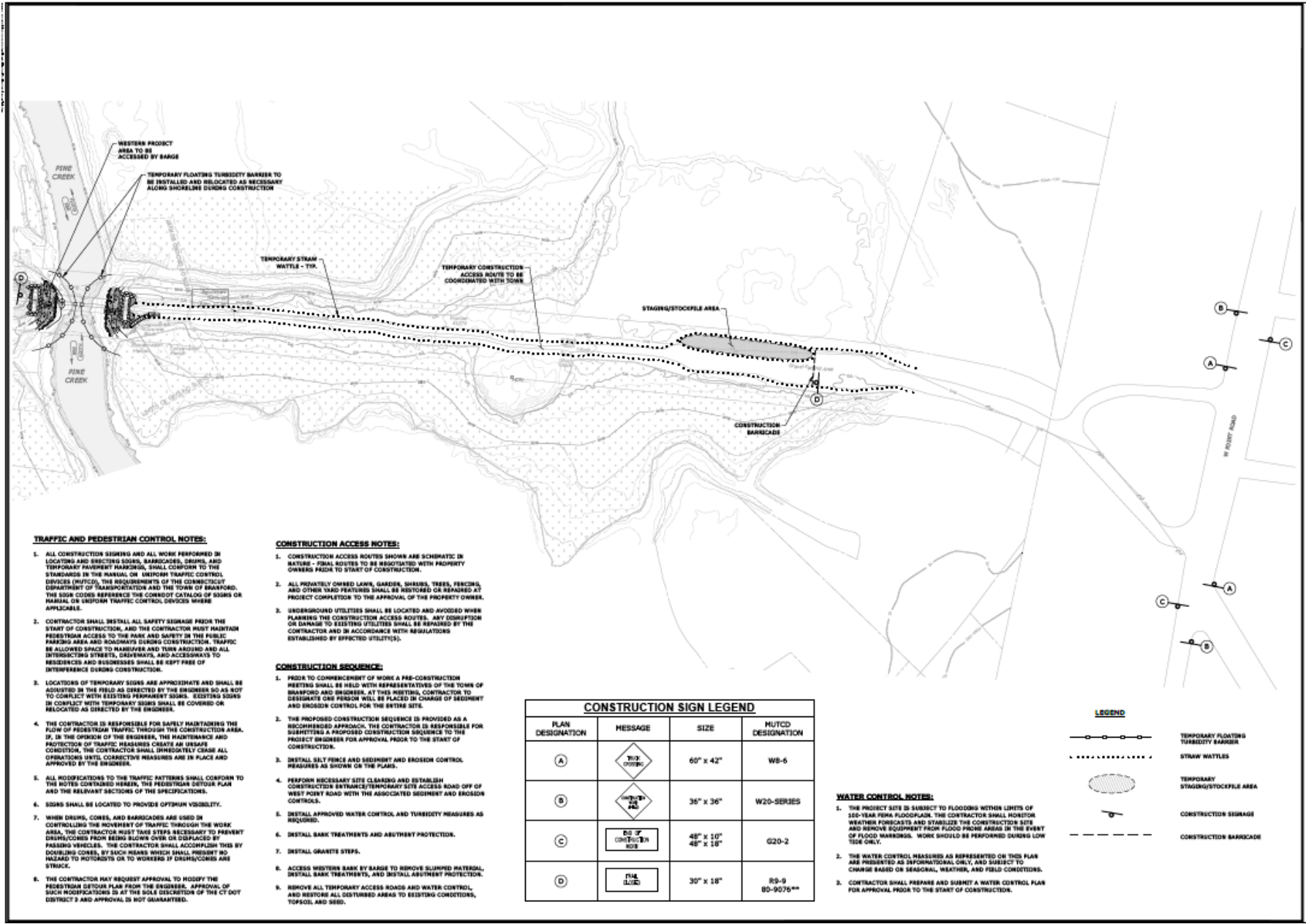




DESCRIPTION	DATE	BY

CROSS SECTION - BRIDGE STABILIZATION
TROLLEY TRAIL BRIDGE EROSION REPAIR
AND PUBLIC ACCESS
 WEST OF 18 W POINT ROAD
 BIRMINGHAM, CONNECTICUT

JCS DESIGNED	JCS CHECKED	— DATE
1"=10'		
MAY 24, 2023		
12019.00010		
05 OF 08		
CS-1		



TRAFFIC AND PEDESTRIAN CONTROL NOTES:

1. ALL CONSTRUCTION SIGNING AND ALL WORK PERFORMED IN LOCATIONS AND SIGHTING SIGNS, BARRICADES, SIGNS, AND TEMPORARY TAPEMARK MARKINGS, SHALL CONFORM TO THE STANDARDS IN THE MANUAL OR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION AND THE TOWN OF BRANFORD. THE SIGN CODES REFERENCE THE CONDUIT CATALOG OF SIGNS OR MANUAL OR UNIFORM TRAFFIC CONTROL DEVICES WHERE APPLICABLE.
2. CONTRACTOR SHALL INSTALL ALL SAFETY SIGNS FROM THE START OF CONSTRUCTION, AND THE CONTRACTOR MUST MAINTAIN PEDESTRIAN ACCESS TO THE PARK AND SAFETY IN THE PUBLIC PARKING AREA AND ROADWAYS DURING CONSTRUCTION. TRAFFIC BE ALLOWED SPACE TO NARROWER AND TURN AROUND AND ALL INTERSECTING STREETS, DRIVEWAYS, AND ACCESSWAYS TO RESIDENCES AND BUSINESSES SHALL BE KEPT FREE OF INTERFERENCE DURING CONSTRUCTION.
3. LOCATIONS OF TEMPORARY SIGNS ARE APPROPRIATE AND SHALL BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER SO AS NOT TO INTERFERE WITH EXISTING PERMANENT SIGNS. EXISTING SIGNS IN CONTACT WITH TEMPORARY SIGNS SHALL BE COVERED OR RELOCATED AS DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR SAFELY MAINTAINING THE FLOW OF PEDESTRIAN TRAFFIC THROUGH THE CONSTRUCTION AREA. IF, IN THE OPINION OF THE ENGINEER, THE MAINTENANCE AND PROTECTION OF TRAFFIC MEASURES CREATE AN UNSAFE CONDITION, THE CONTRACTOR SHALL IMMEDIATELY CEASE ALL OPERATIONS UNTIL CORRECTIVE MEASURES ARE IN PLACE AND APPROVED BY THE ENGINEER.
5. ALL MODIFICATIONS TO THE TRAFFIC PATTERNS SHALL CONFORM TO THE NOTES CONTAINED HEREIN, THE PEDESTRIAN DESIGN PLAN AND THE RELEVANT SECTIONS OF THE SPECIFICATIONS.
6. SIGNS SHALL BE LOCATED TO PROVIDE OPTIMUM VISIBILITY.
7. WHEN DRIVE, CORNER, AND BARRICADES ARE USED IN CONTROLLING THE MOVEMENT OF TRAFFIC THROUGH THE WORK AREA, THE CONTRACTOR MUST TAKE STEPS NECESSARY TO PREVENT DRIVE/CORNER FROM BEING SLIPPED OVER OR DISPLACED BY PASSING VEHICLES. THE CONTRACTOR SHALL ACCOMPLISH THIS BY DOUBLING CORNERS, BY EACH CORNER WHICH SHALL PRESENT NO HAZARD TO MOTORISTS OR TO WORKERS IF DRIVE/CORNER ARE STRUCK.
8. THE CONTRACTOR MAY REQUEST APPROVAL TO HOSTEP THE PEDESTRIAN DESIGN PLAN FROM THE ENGINEER. APPROVAL OF SUCH MODIFICATIONS IS AT THE SOLE DISCRETION OF THE CT DOT DISTRICT 3 AND APPROVAL IS NOT GUARANTEED.

CONSTRUCTION ACCESS NOTES:

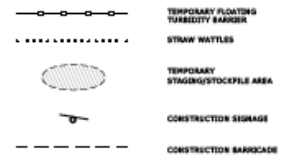
1. CONSTRUCTION ACCESS ROUTES SHOWN ARE SCHEMATIC IN NATURE - FINAL ROUTES TO BE NEGOTIATED WITH PROPERTY OWNERS PRIOR TO START OF CONSTRUCTION.
2. ALL PRIVATELY OWNED LAWNS, GARDENS, TREES, FENCING, AND OTHER YARD FEATURES SHALL BE RESTORED OR REPAIRED AT PROJECT COMPLETION TO THE APPROVAL OF THE PROPERTY OWNER.
3. UNDERGROUND UTILITIES SHALL BE LOCATED AND AVOIDED WHEN PLANNING THE CONSTRUCTION ACCESS ROUTES. ANY OCCUPATION OR DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AND IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY APPLICABLE UTILITIES.

CONSTRUCTION SEQUENCE:

1. PRIOR TO COMMENCEMENT OF WORK A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES OF THE TOWN OF BRANFORD AND THE ENGINEER. AT THIS MEETING, CONTRACTOR TO DESIGNATE ONE PERSON WILL BE PLACED IN CHARGE OF SEDIMENT AND EROSION CONTROL FOR THE ENTIRE SITE.
2. THE PROPOSED CONSTRUCTION SEQUENCE IS PROVIDED AS A RECOMMENDED APPROACH. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A PROPOSED CONSTRUCTION SEQUENCE TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.
3. INSTALL SILT FENCE AND SEDIMENT AND EROSION CONTROL MEASURES AS SHOWN ON THE PLANS.
4. PERFORM NECESSARY SITE CLEARING AND ESTABLISH CONSTRUCTION ENTRANCE/TEMPORARY SITE ACCESS ROAD OFF OF WEST POINT ROAD WITH THE ASSOCIATED SEDIMENT AND EROSION CONTROLS.
5. INSTALL APPROVED WATER CONTROL AND TURBIDITY MEASURES AS REQUIRED.
6. INSTALL BANK TREATMENTS AND ARBUSTRIUM PROTECTION.
7. INSTALL GRANITE STEPS.
8. ACCESS WESTERN BANK BY BARGE TO REMOVE SLUMPED MATERIAL, INSTALL BANK TREATMENTS, AND INSTALL ARBUSTRIUM PROTECTION.
9. REMOVE ALL TEMPORARY ACCESS ROADS AND WATER CONTROL, AND RESTORE ALL DISTURBED AREAS TO EXISTING CONDITIONS, TOPSOIL AND SEED.

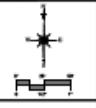
CONSTRUCTION SIGN LEGEND				
PLAN DESIGNATION	MESSAGE	SIZE	HUTCD DESIGNATION	
(A)		60" x 42"	WB-6	
(B)		36" x 36"	W20-SERIES	
(C)		48" x 10" 48" x 18"	G20-2	
(D)		30" x 18"	R9-9 80-9076**	

LEGEND



WATER CONTROL NOTES:

1. THE PROJECT SITE IS SUBJECT TO FLOODING WITHIN LIMITS OF 25-YEAR TYPICAL FLOODPLAIN. THE CONTRACTOR SHALL MONITOR WEATHER FORECASTS AND STABILIZE THE CONSTRUCTION SITE AND REMOVE EQUIPMENT FROM FLOOD PRONE AREAS IN THE EVENT OF FLOOD WARNING. WORK SHOULD BE PERFORMED DURING LOW TIDE ONLY.
2. THE WATER CONTROL MEASURED AS REPRESENTED ON THIS PLAN ARE PROVIDED AS INFORMATIONAL ONLY, AND SUBJECT TO CHANGE BASED ON SEASONAL, WEATHER, AND FIELD CONDITIONS.
3. CONTRACTOR SHALL PREPARE AND SUBMIT A WATER CONTROL PLAN FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.



DATE BY	DESCRIPTION

CONSTRUCTION ACCESS
TROLLEY TRAIL BRIDGE EROSION REPAIR
AND PUBLIC ACCESS
 WEST OF 16 W. POINT ROAD
 BRANFORD, CONNECTICUT

JOB NUMBER	MOB	JCN
	17458	
DATE	MAY 24, 2023	
PROJECT NUMBER	12019.0015	
DATE	06 OF 08	

CP-1

SEDIMENT & EROSION CONTROL SPECIFICATIONS

GENERAL:
THESE GUIDELINES SHALL APPLY TO ALL WORK CONSISTING OF ANY AND ALL TEMPORARY AND/OR PERMANENT MEASURES TO CONTROL WATER POLLUTION AND SOIL EROSION, AS MAY BE REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.
SEDIMENTATION AND EROSION CONTROLS AS INSTALLED ON THE SITE SHALL CONFORM TO THE LOCAL GOVERNMENT'S GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL.

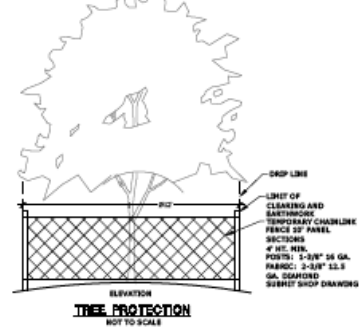
ALL CONSTRUCTION ACTIVITIES SHALL PROCEED IN SUCH A MANNER SO AS NOT TO POLLUTE ANY WETLANDS, WATERCOURSE, WATERBODIES, AND ADJACENT CHANNELS, ETC. THE CITY SHALL LIMIT, ISOLATE, AND RESTRICT THE AREA OF EARTH EXCAVATION PERMITTED BY CONSTRUCTION METHODS AND IMMEDIATELY PROVIDE PERMANENT AND TEMPORARY POLLUTION CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT WETLANDS, WATERCOURSES, AND WATERBODIES, AND TO PREVENT, INsofar AS POSSIBLE, EROSION ON THE SITE.

LAND GRADING

- GENERAL:**
- THE BENCHMARK OF THE GROUND SURFACE BY EXCAVATION AND FILLING OR A COMBINATION OF BOTH, TO OBTAIN PLANNED GRADES, SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING CRITERIA:
 - THE CUT FACE OF EARTH EXCAVATION SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
 - THE PERMANENT EXPOSED FACES OF FILLS SHALL NOT BE STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2:1).
 - THE CUT FACE OF ROCK EXCAVATION SHALL NOT BE STEEPER THAN ONE HORIZONTAL TO FOUR VERTICAL (1:4).
 - PROVISION SHOULD BE MADE TO CONDUCT SURFACE WATER SAFELY TO STORM DRAINS TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
 - EXCAVATIONS SHOULD NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJACENT PROPERTY WITHOUT PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING, OR CRACKING.
 - NO FILL SHOULD BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OWNER OR UPON ADJACENT WETLANDS, WATERCOURSES, OR WATERBODIES.
 - BEFORE ANY REMEDIATION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE ENTRANCE TO THE WORK AREA IN ORDER TO REDUCE WIND AND OTHER SEDIMENTS FROM LEAVING THE SITE.

EROSION CHECKS

- GENERAL:**
- TEMPORARY PERVIOUS BARRIERS/PERIMETER PROTECTION USING SILT FENCE, COMPOST FILTER SOILS OR HAY BALES, SHALL BE SECURELY FASTENED AND INSTALLED AND MAINTAINED AS REQUIRED TO CHECK EROSION AND REDUCE SEDIMENTATION.
- INSTALLATION AND MAINTENANCE:**
- PERIMETER PROTECTION SHALL BE INSTALLED AT THE LOCATION INDICATED ON THE PLAN AND IN ADDITIONAL AREAS AS MAY BE DETERMINED APPROPRIATE DURING CONSTRUCTION.
 - ALL EROSION CHECKS SHALL BE MAINTAINED UNTIL ADJACENT AREAS ARE STABILIZED.
 - INSPECTION SHALL BE FREQUENT (AT A MINIMUM MONTHLY AND BEFORE AND AFTER HEAVY RAIN) AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 - EROSION CHECKS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPED STORMWATER FLOW OR DRAINAGE.



TOPSOILING

- GENERAL:**
- TOPSOIL SHALL BE SPREAD OVER ALL EXPOSED AREAS IN ORDER TO PROVIDE A SOIL MEDIUM HAVING FAVORABLE CHARACTERISTICS FOR THE ESTABLISHMENT, GROWTH, AND MAINTENANCE OF VEGETATION.
 - UPON ATTAINING FINAL SUBGRADE, SCARIFY SURFACE TO PROVIDE A GOOD BOND WITH TOPSOIL.
- MATERIAL:**
- TOPSOIL SHOULD HAVE PHYSICAL, CHEMICAL, AND BIOLOGICAL CHARACTERISTICS FAVORABLE TO THE GROWTH OF PLANTS.
 - TOPSOIL SHOULD HAVE A SANDY OR LOAMY TEXTURE.
 - TOPSOIL SHOULD BE RELATIVELY FREE OF SUBSIL MATERIAL AND MUST BE FREE OF LARGE STONES, LIMPS OF SOILS, ROOTS, TREE LIMBS, TRASH, OR CONSTRUCTION DEBRIS. IT SHOULD BE FREE OF NOXIOUS OR IRRITANTS SUCH AS TRIFLUR, HERBICIDES, AND QUACKGRASS.
 - AN ORGANIC MATTER CONTENT OF SIX PERCENT (6%) IS REQUIRED, AVOID LIGHT COLOURED SUBSIL MATERIAL.
 - THE PH SHOULD BE HIGHER THAN 6.5. IF LESS, ADD LIME TO INCREASE PH TO AN ACCEPTABLE LEVEL.

TEMPORARY VEGETATIVE COVER

- GENERAL:**
- TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED ON ALL UNPROTECTED AREAS THAT PRODUCE SEDIMENT, AREAS WHERE FINAL GRADING HAS BEEN COMPLETED, AND AREAS WHERE THE ESTIMATED PERIOD OF BARE SOIL EXPOSURE IS LESS THAN 12 MONTHS. TEMPORARY VEGETATIVE COVER SHALL BE APPLIED IF AREAS WILL NOT BE PERMANENTLY SEEDS BY SEPTEMBER 1.
- SITE PREPARATION:**
- INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
 - REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
 - APPLY LIME ACCORDING TO SOIL TEST OR AT A RATE OF ONE (1) TON OF GROUND CALCINIC LIME/TON PER ACRE (3 LBS. PER 100 SQ. FT.).
 - APPLY FERTILIZER ACCORDING TO SOIL TEST OR AT THE RATE OF 300 LBS. OF 10-10-10 PER ACRE (7 LBS. PER 1,000 SQ. FT.) AND SECOND APPLICATION OF 300 LBS. OF 10-10-10 (7 LBS. PER 1,000 SQ. FT.) WHEN GRASS IS FOUR INCHES (4") TO SIX INCHES (6") HIGH. APPLY ONLY WHEN GRASS IS DRY.
 - UNLESS HYDROSEED, WORK IN LIME AND FERTILIZER TO A DEPTH OF FOUR (4") INCHES USING A DIGG OR ANY SUITABLE EQUIPMENT.
 - TRIALS SHOULD ACHIEVE A REGULARLY UNIFORM LOOSE SEEDBED. WORK ON CONTOUR IF SITE IS SLOPING.

EROSION CHECKS

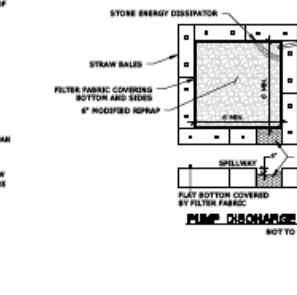
- GENERAL:**
- SELECT APPROPRIATE SPECIES FOR THE SITUATION. NOTE RATES AND SEEDING DATES (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW).
 - APPLY SEED UNIFORMLY ACCORDING TO THE RATE INDICATED BY BROADCASTING, DRILLING, OR HYDRAULIC APPLICATION.
 - UNLESS HYDROSEED, COVER KIBGRASS SEEDS WITH NOT MORE THAN 1/4 INCH OF SOIL USING SUITABLE EQUIPMENT.
 - MULCH IMMEDIATELY AFTER SEEDING IF REQUIRED. (SEE VEGETATIVE COVER SELECTION & MULCHING SPECIFICATION BELOW.) APPLY STRAW OR HAY MULCH AND ANCHORS TO SLOPES GREATER THAN 3% OR WHERE CONCENTRATED FLOW WILL OCCUR.

PERMANENT VEGETATIVE COVER

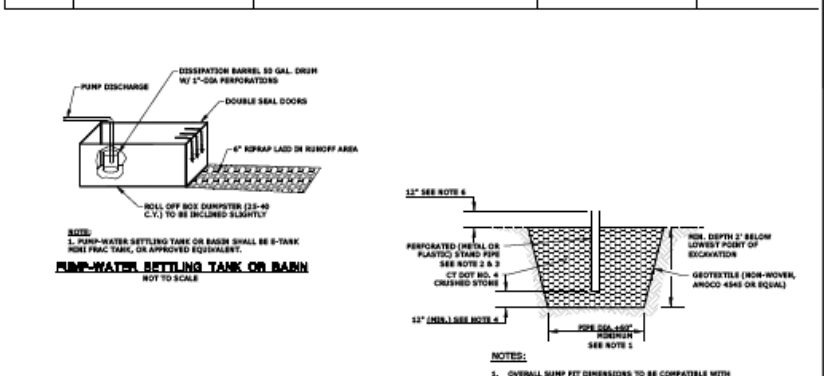
- GENERAL:**
- PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED AS VARIOUS SECTIONS OF THE PROJECT ARE COMPLETED IN ORDER TO STABILIZE THE SOIL, REDUCE DOWNSTREAM DAMAGE FROM SEDIMENT AND RUNOFF, AND TO ENHANCE THE AESTHETIC NATURE OF THE SITE. IT WILL BE APPLIED TO ALL CONSTRUCTION AREAS SUBJECT TO EROSION WHERE FINAL GRADING HAS BEEN COMPLETED AND A PERMANENT COVER IS NEEDED.
- SITE PREPARATION:**
- INSTALL REQUIRED SURFACE WATER CONTROL MEASURES.
 - REMOVE LOOSE ROCK, STONE, AND CONSTRUCTION DEBRIS FROM AREA.
 - PERFORM ALL PLANTING OPERATIONS PARALLEL TO THE CONTOURS OF THE SLOPE.
 - APPLY TOPSOIL AS INDICATED ELSEWHERE HEREIN.
 - APPLY FERTILIZER ACCORDING TO SOIL TEST OR: SPREAD SEEDING-WORK DEEPLY IN SOIL, BEFORE SEEDING, 300 LBS. FALL SEEDING; WORK DEEPLY IN SOIL, BEFORE SEEDING, 600 LBS. OF 10-10-10 FERTILIZER PER ACRE (14 LBS. PER 1,000 SQ. FT.).

VEGETATIVE COVER SELECTION & MULCHING

TEMPORARY VEGETATIVE COVER:
PERMANENT PERMANENT 3 LBS./L,000 SQ. FT. (LIME/PH NEEDED)
PERMANENT RESTORATION AREA
REFER TO RESTORATION PLAN.
TEMPORARY MULCHING:
STRAW 20-40 LBS./1,000 SQ. FT. (TEMPORARY VEGETATIVE AREAS)
WOOD PILES IN HYDROLOGIC SLURRY 25-50 LBS./1,000 SQ. FT.



EROSION CONTROL MAINTENANCE INTERVALS				
EROSION CONTROL MEASURE	CONTROL OBJECTIVE	INSPECTION/MAINTENANCE	FAILURE INDICATORS	REMOVAL
SILT FENCE	- INTERCEPT AND REDIRECT/RETAIN SMALL AMOUNTS OF SEDIMENT FROM SMALL DISTURBED AREAS. - DECREASES VELOCITY OF SHEET FLOW. - PROTECT SENSITIVE SLOPES OR SOILS FROM EXCESSIVE WATER FLOW.	INSPECT AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM WITH A RAINFALL OF 0.5 INCHES OR MORE. ACCUMULATED SEDIMENT MUST BE REMOVED ONCE ITS DEPTH IS EQUAL TO THE TRENCH HEIGHT. INSPECT FREQUENTLY DURING PUMPING OPERATIONS IF USED FOR DRAINAGE OPERATIONS.	- PHYSICAL DAMAGE OR DECOMPOSITION - EVIDENCE OF OVERTOPPED OR UNDESIRABLE FENCE - EVIDENCE OF SIGNIFICANT FLOWS - MISSING CAPTURE - REPEITIVE FAILURES	SILT FENCE MAY BE REMOVED AFTER UPWELL AND SENSITIVE AREAS HAVE BEEN PERMANENTLY STABILIZED.
CONSTRUCTION ENTRANCE	- REDUCES THE TRACKING OF SEDIMENT OFF-SITE ONTO PAVED SURFACES.	INSPECT AT THE END OF EACH WORK DAY AND IMMEDIATELY REPAIR DAMAGE. PERIODIC ADDITION OF STONE, OR LIMESTRICHING OF ENTRANCES MAY BE REQUIRED AS CONDITIONS DEMAND. ALL SEDIMENT SHOULD BE DUMPED, WASHED, OR TRACKED ONTO PAVED SURFACES AS A RESULT OF INSUFFICIENCY OF CONSTRUCTION ENTRANCE SHALL BE IMMEDIATELY REMOVED.	- SEDIMENT IN ROADWAY ADJACENT TO SITE	CONSTRUCTION ENTRANCES MAY BE REMOVED ONCE THE SITE HAS BEEN PERMANENTLY STABILIZED, AND ALL OTHER SECTIONS OF ROADWAY HAVE BEEN PERMANENTLY PAVED.

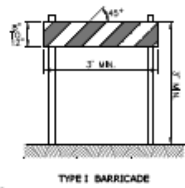


DATE	BY

DETAILS
TROLLEY TRAIL BRIDGE EROSION REPAIR
AND PUBLIC ACCESS
WEST OF 16 W ROUTE ROAD
BRANFORD, CONNECTICUT

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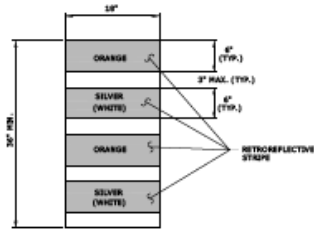


NOTES:

1. CONSTRUCTION BARRICADES SHALL CONFORM TO THE REQUIREMENTS OF RCHRP REPORT 350 (TL-3) AND THE LATEST EDITION OF THE MUTCD.
2. HAZARDING FOR BARRICADE BAILS SHALL BE ALTERNATE ORANGE AND WHITE STRIPES SLOPING DOWNWARD. 6" WIDE STRIPES SHALL BE USED.
3. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE RETROREFLECTIVE SHEETING AS REQUIRED IN THE SPECIFICATIONS. ONLY THE SIDE FACING TRAFFIC SHALL BE RETROREFLECTIVE.
4. THE ENGINEER RESERVES THE RIGHT TO RECTIFY ANY BARRICADE DESIGNED UNSUITABLE FOR THE PURPOSE INTENDED.
5. CORNERS OF BARRICADE BAILS SHALL BE ROUNDED.

CONSTRUCTION BARRICADE

(SHT TO: 104Z)

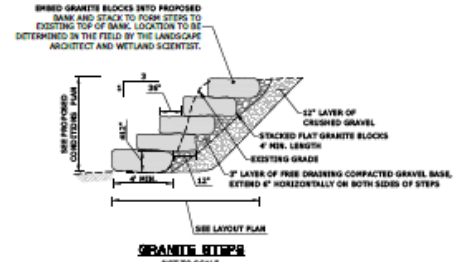


NOTES:

1. TRAFFIC DRUMS SHALL CONFORM TO THE REQUIREMENTS OF RCHRP REPORT 350 AND THE LATEST EDITION OF THE MUTCD.
2. THE ENGINEER RESERVES THE RIGHT TO RECTIFY ANY DRUM DESIGNED UNSUITABLE FOR THE PURPOSE INTENDED.
3. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE RETROREFLECTIVE.
4. THE SECTIONS OF DRUMS NOT COVERED WITH RETROREFLECTIVE SHALL BE ORANGE.

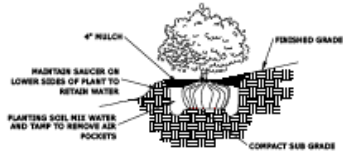
TRAFFIC DRUM

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GRANITE STEPS

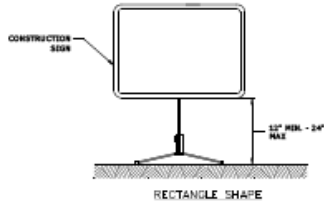
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MULCHING OF PLANT BEDS: UNLESS OTHERWISE SPECIFIED SHREDED MULCH SHALL BE PLACED TO A DEPTH OF ONE FOOT BEYOND THE CENTER OF THE OUTERMOST SHRUBS IN SHRUB BED.

MULCH DETAIL

(SHT TO: 104Z)



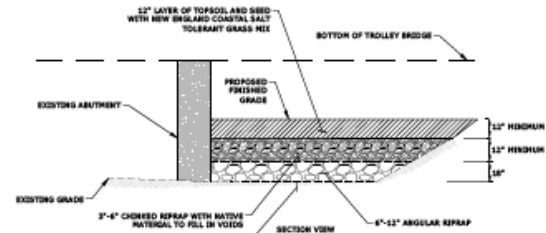
RECTANGLE SHAPE

NOTES FOR PORTABLE SIGN SUPPORTS:

1. SIGNS AND THEIR PORTABLE SUPPORTS SHALL CONFORM TO THE REQUIREMENTS OF RCHRP REPORT 350 (TL-3) AND THE LATEST EDITION OF THE MUTCD.
2. HORIZONTAL HEIGHT OF SIGNS SHALL BE A MAXIMUM OF 24" AND A MINIMUM OF 24".
3. SIGNS SHALL BE MOUNTED HIGHER AS NEEDED TO MEET FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER. THE ENGINEER RESERVES THE RIGHT TO RECTIFY ANY SUPPORT DESIGNED UNSUITABLE FOR THE PURPOSE INTENDED.
4. PORTABLE SIGN SUPPORTS SHALL BE STABILIZED IN A MANNER THAT WILL NOT AFFECT THEIR COMPLIANCE WITH RCHRP REPORT 350 (TL-3).

CONSTRUCTION SIGN

(SHT TO: 104Z)



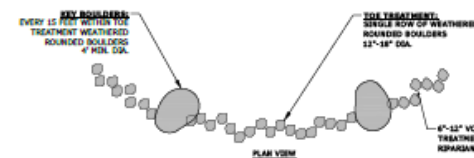
UPLAND EROSION REPAIR AT ABUTMENT

(SHT TO: 104Z)



KEY BOULDERS

(SHT TO: 104Z)



NOTES:

1. TOE TREATMENT TO BE CONSTRUCTED OF 18" DIAMETER WEATHERED ROUNDED STONE, EMBEDDING 1/2 BELOW PROPOSED GRADE.
2. INSTALL MINIMUM 4" DIAMETER KEY BOULDERS EVERY 15 FEET WITHIN TOE TREATMENT, EMBEDDED HALFWAY BELOW PROPOSED GRADE. BOULDERS TO BE INSTALLED AS SHOWN ON THE LAYOUT PLAN.

MATERIALS:

WEATHERED ROUNDED BOULDERS: SHALL BE GENERALLY SPHERICAL OR OVAL IN SHAPE, WITH ROUNDED CORNERS, FREE OF SHARP ANGLES OR EDGES, AND SUITABLE FOR PLACEMENT INSIDE AN ALLOWING SETTING SUCH THAT THEY MATCH THE CHARACTER, STYLE, SIZE AND COLOR OF EXISTING WATERCOURSE BED MATERIAL UPSTREAM AND DOWNSTREAM OF THE SITE. STONES MAY BE IMPORTED FROM OFF-SITE, OR MINED FROM ON-SITE, IF APPROVED BY OWNER. SAMPLES SHALL BE SUBMITTED FOR APPROVAL.

TOE TREATMENT AND KEY BOULDERS

(SHT TO: 104Z)

BANK ARMORING MATERIAL:

GRADATIONS:

STONE SIZE SHALL CONFORM TO THE GRADATIONS SPECIFIED ON THE PLANS. PARTICLE DIAMETER IS TO BE MEASURED ALONG THE INTERQUARTILE AXIS, AND NEITHER WIDTH NOR THICKNESS OF A SINGLE STONE SHALL BE LESS THAN 1/2 OF ITS LENGTH.

BANK ARMORING MATERIAL GRADATION

PERCENT PASSING	AVG. WEIGHT	DIAM.
300	12,000-30,000 lbs.	3 FT.
50-100	4,000-7,000 lbs.	2 FT.
0-20	200-500 lbs.	1 FT.

SPECIFICATIONS:

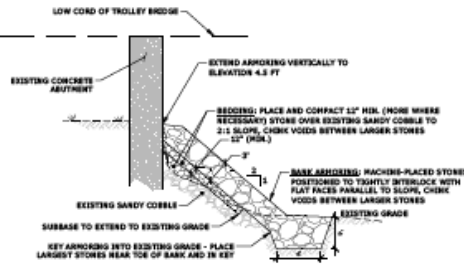
BOULDERS SHALL CONSIST OF SOUND, TOUGH, DURABLE AND ANGULAR STONES OF THE SIZE SPECIFIED ON THE PLANS. STONES SHALL BE FREE OF DISINTEGRATED STONES, ORGANIC MATERIALS, OR OTHER DEFECTS IMPAIRING ITS DURABILITY, AND SHALL BE QUARRIED IN NATURE. BLENDED CONCRETE, ROUNDED BOULDERS, OR PARTIALLY DISINTEGRATED, DAMAGED, OR CRACKED STONES SHALL NOT BE ACCEPTABLE. SHALE, SANDSTONE, OR FRAGILE ROCK SHALL NOT BE ACCEPTABLE. BOULDERS SHALL BE SIMILAR IN COLOR AND APPEARANCE WITH EXISTING ROCK USED IN SHORELINE ARMORING AT NEARBY LOCATIONS.

BANK ARMORING MATERIAL SHALL GENERALLY ADHERE TO THE REQUIREMENTS OUTLINED IN THE CTDOT STANDARD SPECIFICATIONS, EXCEPT AS DESCRIBED OR AMENDED IN THE FOLLOWING:

1. MATERIALS SHALL CONTAIN LESS THAN 20 PERCENT OF STONES WITH A RATIO OF MAJORITY TO MINORITY DIMENSIONS GREATER THAN THREE.
2. MATERIALS SHALL CONTAIN A SUFFICIENT AMOUNT OF STONES SMALLER THAN THE AVERAGE STONE SIZE TO FILL THE SPACES BETWEEN THE LARGER STONES.

CONSTRUCTION:

TWO ROWS OF STONE SHALL BE Laid ONE ABOVE THE OTHER, AND SECURELY EMBEDDED WHERE KEYS INTO THE EXISTING GRADE. ABOVE THREE, STONES SHALL BE EMBEDDED AGAINST ONE ANOTHER WITH THEIR SIDES IN CONTACT AND FLAT FACES GENERALLY PARALLEL TO THE SLOPE. THE VOIDS BETWEEN LARGER STONES SHALL BE FILLERED BY PLACING LINE-SHAPED STONES AS CLOSE AS POSSIBLE TO EACH OTHER. WHERE VOIDS DO EXIST, THEY ARE TO BE CHECKED WITH SMALLER STONES. ALL STONES TO BE RANDED THOROUGHLY INTO PLACE. THE FINISH SURFACE SHALL PRESENT AN EVEN, TIGHT SURFACE TRUE AT THE GRADES AND SLOPES SPECIFIED ON THE PLANS.



WATERWAY ABUTMENT PROTECTION

(SHT TO: 104Z)

BEDDING MATERIAL:

GRADATION AND SPECIFICATIONS:

MATERIAL SHALL CONFORM TO CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) FORM 018 GENERAL SPECIFICATIONS ITEM M12.023 "MODIFIED RIPRAP"



DATE	BY	DESCRIPTION

DETAILS
TROLLEY TRAIL BRIDGE EROSION REPAIR
AND PUBLIC ACCESS
WEST OF W POINT ROAD
BRANFORD, CONNECTICUT

DATE	MOD	JCM

NOT TO SCALE

MAY 24, 2023

12919.00015

06 OF 08

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