

INVITATION TO BID
Town of Branford
Branford Point Wharf Repair Phase II

The Town of Branford is requesting bid proposals for repairs to be conducted on the Branford Point Wharf.

Contract Documents will be available for download on the Town of Branford website www.branford-ct.gov and the CT DAS website.

Bids are to be submitted in a sealed envelope marked **“Branford Point Wharf Repair Phase II”** to the Finance Department, Attention Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **Wednesday, January 10, 2024 at 11:00 AM**. No bids will be accepted after that time and date. Bids will be publicly opened immediately following the submission deadline in the conference room located on the basement floor of the Town Hall.

Bids must be held firm for ninety (90) days beyond the bid opening date.

This contract is subject to state set-aside and contract compliance requirements.

CONTRACTOR’S shall be required to pay not less than the prevailing wage rates on the Project if the Bid amount exceeds \$100,000, as established by the State of Connecticut. Copies of these wage rates are incorporated in the Contract Documents. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the state and federal government.

The contractor who is selected to perform this Town project must comply with CONN. GEN. STAT. §§4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certifications from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. §4a-60. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Town of Branford has the right to accept or reject any and all bids.

TOWN OF BRANFORD
OFFICE OF THE TREASURER



1019 Main Street
Post Office Box 150
Branford, CT 06405

(203) 488-8394
FAX: 315-3736

**General Requirements for Bidding
and
Instructions to Bidders**

NOTICE

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012
Standard Form

A. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

B. Timetable

Price quoted must be valid for **90** days. Start and completion dates must be included in the bid proposal.

C. Consideration of Proposals

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

D. Bid Bond

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid bond executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, is required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

E. Performance, Payment Bonds

Successful bidders will be required to furnish a Performance Bond and a Payment Bond in the amount of 100% of the contract sum.

F. Protection of Work and Property

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

G. Competency of Bidders

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid.

H. Alternates

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

I. Bid Requirements

1. Each bidder shall return two (2) hard copies and one (1) digital copy of the proposal sheet entitled "Bid Proposal" and addenda acknowledgment, if applicable. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Each bidder must complete and submit the BIDDER CONTRACT COMPLIANCE MONITORING REPORT FORM.

J. Specifications – General

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

K. Examination of Site

Prior to submission of the bid, contractor shall visit the site and become

thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

The seawall and wharf are located at the end of Harbor Street (4 Harbor Street).

L. Liquidated Damages

For each calendar day that any work remains uncompleted after the date specified for the completion of the work provided in the Contract, the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** per calendar day will be deducted from any money due to the Contractor, not as a penalty but as liquidated damages.

Per section 1.8 of the project manual, the Base Bid Work shall reach Substantial Completion within **150 calendar days and shall be Completed and Ready for Final Payment within 165 calendar days** from the Notice to Proceed.

Town of Branford Professional Services – Insurance Requirements

Contractor/Vendor shall agree to always maintain in force during the contract the following minimum coverage and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Excess/Umbrella Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability ⁽¹⁾	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability ⁽²⁾	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

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

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

Notes

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

SUPPLIMENTAL INSTRUCTIONS TO BIDDERS

SECTION 1. DESCRIPTION OF PROJECT. The work to be performed is as described in the Branford Point Wharf Repair Phase II Project Manual.

SECTION 2. ADDENDA TO THE DOCUMENTS. Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and posted for all bidders, who shall be responsible for obtaining such addenda and who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid shall not be binding.

Questions regarding the bid shall be requested in writing to both:

Steven Sternberg, P.E., Project Manager

Mailing Address:	RACE COASTAL ENGINEERING, INC. 611 Access Road Stratford, CT 06615
Phone Number:	(203)377-0663
E-mail:	steve@racecoastal.com

Kevin Ortiz, EIT – Design Engineer:

Mailing address:	1019 Main Street P.O. Box 150 Branford, CT 06405
Fax:	(203) 315-2188
E-mail:	kortiz@branford-ct.gov

SECTION 3. EXAMINATION OF SITE. Bidders should visit the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, locations and character of existing work within or adjacent thereto, labor conditions, etc. The Owner shall make available to all prospective bidders, previous to the receipt of bids, information that they may have as to sub-soil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom.

SECTION 4, BID SECURITY. Security required, if any, shall be submitted with the Proposal, and failure to submit same shall be cause for rejection. The bidder, at his option, shall furnish a bid bond, certified check, bank draft, or bank cashier's check in the amount required. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

SECTION 5. PREPARATION OF BIDS. Bids shall be submitted on the forms provided, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid. Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When

quotations on all items are not required, bidders shall insert the words "no bid" where appropriate. Alternative bids will not be considered unless specifically called for.

SECTION 6, APPROXIMATE QUANTITIES. Proposal quantities established in cases where any part or all of the bidding is received on a unit basis are approximate only, and each bidder shall make his own estimate from the contract drawings of the quantities required on each item and calculate his unit price bid for each item accordingly.

Bids will be compared on the basis of the stated number of units in the Proposal.

Payment on the contract will be based upon the actual number of units installed on the completed work.

SECTION 7. SUPPLEMENTAL UNIT PRICES. If the bidding schedule includes a supplemental schedule of unit prices for fixing cost basis for changes, the Owner reserves the right to reject any or all of such supplemental unit prices which it deems excessive or unreasonable.

SECTION 8. DEFINITION OF AWARD. The contract shall be deemed to have been awarded when the authorized officer of the Owner has served formal notice of award upon the intended awardee.

SECTION 9. CONTRACT, BONDS, AND INSURANCE. The bidder to whom the award is made shall enter into a written contract with the Owner within the time specified in the Proposal.

Performance and payment bonds shall be furnished at the time of signing the formal Agreement.

The Contractor shall secure and maintain such insurance policies as are required. A Certificate of Insurance must be provided to the Town of Branford and include the Town of Branford and the State of Connecticut as Additional Named Insureds.

A performance and labor & materials bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the Town of Branford for the faithful performance of the contract must be furnished by the successful bidder.

SECTION 10. SUBCONTRACTORS- A list of all Subcontractors, Suppliers and other persons and organizations, including those who are to furnish the principal item of material and equipment proposed for major portions of the Work including supplies of materials and any subcontractor comprising more than 5% of the Total Bid Price shall include company name, postal address, telephone number, and name of responsible individual.

SECTION 11. WAGE RATES.

CONTRACTOR'S shall be required to pay not less than the prevailing wage rates on the Project if the Bid amount exceeds \$100,000, as established by the State of Connecticut. Copies of these wage rates are incorporated in the Contract Documents. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the state and federal government.

SECTION 12. BIDDER CONTRACT COMPLIANCE MONITORING REPORT FORM

The attached BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

CONTACT PERSON:

Kevin Ortiz, EIT, Design Engineer, is the designated Town of Branford contact person for this Bid. The contact information for Kevin Ortiz, EIT is:

Mailing address:	1019 Main Street, P.O. Box 150 Branford, CT 06405
Phone:	(203) 315-0606
Fax:	(203) 315-2188
E-mail:	kortiz@branford-ct.gov

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Contact Person and Engineer (Steve Sternberg, PE) in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda and will be posted on the Town's website. Prospective bidders are responsible for obtaining addenda, if any, and acknowledging any addenda in their bid submission.

Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The Owner will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in their sole judgment are appropriate or necessary and their decision regarding each.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

SUBMISSION OF BIDS:

All Bids shall be delivered to the Finance Department, 1019 Main Street, Branford, CT, 06405 and must be received by 11:00 AM, Wednesday, January 10th, 2024. No bids will be accepted after that time and date. Bids will be publicly opened immediately following the submission deadline in the conference room located on the basement floor of the Town Hall.

The Bid Proposal Sheet, Non-Collusion Affidavit, Bidder Contract Compliance Monitoring Report Form and supporting documentation is to be submitted in a sealed envelope marked "**Branford Point Wharf Repair Phase II**".

In addition to the Bid Proposal Sheet, all bid proposals should address the following:

A) Corporate Information

1. Name of the firm and parent firm, if any.
2. Nature of the firm's primary area of service
3. Address of the principal office
4. Name, address, and telephone number of the principal contact person to receive notifications and to reply to town inquiries.

B) Corporate Experience

All submitting firms should provide a description of recent similar projects, including pertinent information such as project type, size, and scope of work performed. References should be provided.

LIST OF SUBCONTRACTORS

List here under the Subcontractors, Suppliers and other persons and organizations supplying material and work whose value is 5% or more of Total Bid Price, including those who are to furnish the principal items of material and equipment, that the BIDDER intends to employ if awarded the Contract and the work to be done by them. Include Work BIDDER intends to subcontract even if a Subcontractor or Supplier has not yet been selected, Work for which a Subcontractor is not listed shall be performed by the BIDDER.

<u>Name</u>	<u>Address</u>	<u>Class of Work</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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ATTACHMENTS – Contractor is to attach the following:

1. Bid Bond
2. Bid Proposal
3. Non-collusion affidavit
4. Bidder Contract Compliance Monitoring Report Form

***Please attach a list of references with contact information & comparable work completed**

Signature of Authorized Representative

Date

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: _____

County of: _____, SS)

_____; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____

My Commission expires _____, 20____.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name:</p> <p>Street Address:</p> <p>City & State:</p> <p>Chief Executive:</p>	<p>Bidder Federal Employer Identification Number:</p> <p>Or</p> <p>Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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BRANFORD POINT WHARF REPAIR PHASE II PROJECT MANUAL

Branford Point Wharf Repair Phase II **Project Manual**

Project Site:

Branford Point
4 Harbor Street
Branford, CT 06405

Owner:



Town of Branford
1019 Main Street
Branford, CT 06405



Prepared By:



611 Access Road
Stratford, CT 06615
Tel: 203-377-0663
www.racecoastal.com

November 2023

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BID FORM



BID INFORMATION:

Project: Branford Point Wharf Replacement
Location: 4 Harbor Street, Branford, CT 06405
Owner: Town of Branford – 1019 Main Street, Branford, CT, 06405

BIDDER INFORMATION:

Bidder's Name _____
Bidder's Address _____ Telephone _____

Fax _____

Email _____
By _____ Date _____
Name _____
Title _____
State Contractor's License No. _____

In signing this Bid, I agree that I have received all of the Bid Documents entitled and dated in the Invitation to Bid, List of Drawings and Addenda number and dated as follows:

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

I have included the provisions of the above Bid Documents and Addenda in my bid. I have received and reviewed the Bid Documents entitled **“Branford Point Wharf Repair Phase II”**.

The Bidder, having familiarized ourselves with the existing conditions on the project area affecting the cost of the Work and with the Contract Documents (which includes Specifications and Drawings), hereby propose to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and service, including utility and transportation services, required to construct and complete the Scope of Work all in accordance with the above listed documents.

The Bidder proposes to perform the Work for the following costs as listed in the Bid Form, which includes unit prices for possible changes to quantities of certain work items.



1. BASE BID

The Base Bid shall include the cost of materials, labor and equipment, including overhead and profit, and performing any associated quality control, environmental protection, safety requirements, and tests and reports, necessary to complete the work to the Owner's satisfaction, in accordance with the Bid Documents. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner.

Payment for the work of this contract for which contract job payments will be made are listed in the Base Bid Schedule. All costs for items of work, which are not specifically mentioned to be included in a particular Bidding Schedule or unit price payment item, shall be included in the listed job item most closely associated with the work involved. Bidder will complete the Work in accordance with the Bid Documents for the following price(s):

BASE BID SCHEDULE INCLUDE ALL APPLICABLE SALES AND USE TAXES				
<u>Item No.</u>	<u>Bid Quantity</u>	<u>Description of Work</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	1	<u>Mobilization / Demobilization</u>	N/A	\$ _____ (Lump Sum)
2	1	<u>Obtain Building Permit</u> (Excluding permit fee)	N/A	\$ _____ (Lump Sum)
3	1	<u>Furnish & Install Temporary Controls</u>	N/A	\$ _____ (Lump Sum)
4	1	<u>Selective Demolition & Disposal</u>	N/A	\$ _____ (Lump Sum)
5	1	<u>Remove and Reinstall Bollards, Chains, & Benches</u>	N/A	\$ _____ (Lump Sum)
6	1	<u>Furnish & Install Concrete Cap</u>	N/A	\$ _____ (Lump Sum)
7	1	<u>Furnish & Install 18 Timber Foundation Piles</u> (Greenheart)	N/A	\$ _____ (Lump Sum)
8	1	<u>Furnish & Install 10 Timber Fender Piles</u> (Southern Yellow Pine)	N/A	\$ _____ (Lump Sum)
9	1	<u>Furnish & Install Timber Bracing</u>	N/A	\$ _____ (Lump Sum)
10	1	<u>Furnish & Install Timber Framing</u>	N/A	\$ _____ (Lump Sum)



11	1	<u>Furnish & Install 6 Tension Anchors</u>	N/A	\$ _____ (Lump Sum)
12	1	<u>Furnish & Install Timber Decking</u>	N/A	\$ _____ (Lump Sum)
13	1	<u>Furnish & Install Timber Railing</u>	N/A	\$ _____ (Lump Sum)
14	1	<u>Furnish & Install Ladder</u>	N/A	\$ _____ (Lump Sum)
15	1	<u>Furnish & Install Stamped Concrete Slab</u>	N/A	\$ _____ (Lump Sum)
16	1	<u>Furnish & Install Timber Curbing</u>	N/A	\$ _____ (Lump Sum)
17	1	<u>Chink Existing Stone Seawall</u>	N/A	\$ _____ (Lump Sum)
TOTAL BASE BID: Contract Item Nos. 1 to 17				\$ _____ (TOTAL)
<p>I will furnish all labor, material, equipment and services necessary to perform the work required for the Base Bid package in accordance with the bid documents, inclusive of the cost of Performance and payment Bonds, and will take full payment the lump sum price of:</p> <p style="text-align: right;">_____ Dollars (\$ _____)</p> <p>(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)</p>				



2. ALTERNATE BID ITEMS

Alternate Bid Items, either “Additive” (ADD) or “Deductive” (DEDUCT), are items that may be added to the contract if funds are available (Additive), or subtracted from the contract (Deductive), and at the OWNER’s discretion. The below items are considered Alternate Bid Items to the Base Bid. In the comparison of Bids, Alternates will be applied in the same order of priority as listed in the Bid Form. For comparison purposes “Additive” Alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded, or in the case of “Deductive” Alternates, may be applied if doing so could cause the budget to be met. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its Base Bid and any combination of its “Alternate” Bids for which Owner determines funds will be available at the time of award.

ALTERNATE BID SCHEDULE INCLUDE ALL APPLICABLE SALES AND USE TAXES				
<u>Item No.</u>	<u>Bid Quantity</u>	<u>Description of Work</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<i>There are no Alternate Bid Items for this Project</i>				



3. UNIT PRICES

Unit Prices shall be used for a change in quantity from the Base Bid or Alternate Bid, or for additional items as may be directed to be installed by the Owner. The cost in the Base Bid or Alternate Bid shall include the quantities reflected in the Bid Documents. The cost of a change in quantity for a specific item shall be calculated using the unit prices below. The Unit Price shall include the cost of materials, labor and equipment, sales tax, and overhead and profit necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner.

UNIT PRICES: INCLUDE ALL APPLICABLE SALES AND USE TAXES		
<u>Contract Item No.</u>	<u>Description of Work</u>	<u>Unit Cost</u>
U-1	<u>Furnish & Install Timber Foundation Pile (Greenheart)</u>	\$ _____ (EA)
U-2	<u>Furnish & Install Timber Fender Pile (Southern Yellow Pine)</u>	\$ _____ (EA)
U-3	<u>Furnish & Install Tension Anchor</u>	\$ _____ (EA)
U-4	<u>Mobilization/Demobilization of Rock Socket Equipment</u>	\$ _____ (EA)
U-5	<u>Furnish & Install Pile Rock Socket</u>	\$ _____ (EA)



SUMMARY OF WORK



SUMMARY OF WORK

1.1 WORK COVERED BY CONTRACT DOCUMENTS

The general description below is given to indicate the approximate scope of this project only. It does not limit the work required under the project drawings and specifications.

The work consists of furnishing all plant, labor, material, and equipment, and performing all construction and rehabilitation as specified herein or indicated on the drawings, required for the replacement of a portion of the existing timber wharf and repairs to the existing stone seawall at Branford Point, 4 Harbor Street in Branford, CT. More specifically, the work includes, but is not necessarily limited to:

- *Selective demolition and disposal of on-site structures*
- *Installation of timber piles*
- *Construction of heaving timber framing*
- *Construction of timber decking, curbs, and railing*
- *Installation of tension anchors*
- *Construction of concrete cap*
- *Construction of stamped concrete pad*
- *Chinking of existing stone seawall*
- *Removal and reinstallation of existing ladder, bollards, chains, and benches*

The Work further includes other items as may be required under the terms and conditions of the specifications and the regulatory permits issued by the Federal, State, and Local authorities with jurisdiction over such work and approved by the OWNER for use as a part of this work.

CONTRACTOR shall notify the OWNER immediately in writing if CONTRACTOR observes any discrepancies or errors which would materially affect the project.

This scope of work includes all necessary measures for protection of the environment. Environmental protection requirements under this contract are as important to overall completion of the work as other technical aspects. Failure to meet the requirements of these specifications for environmental protection may result in work stoppages or termination for default. The proper completion of the work shall be the responsibility of the CONTRACTOR. No part of time lost due to any work stoppages resulting from failure to meet the requirements for environmental protection shall be made the subject of claims for time extensions or for excess costs or damages by the CONTRACTOR. If the CONTRACTOR fails or refuses to promptly repair any damage caused by violation of the provisions of these specifications, the OWNER may have the necessary work performed and charge the cost thereof to the CONTRACTOR.

1.2 ENGINEER

- a. The ENGINEER shall be appointed by the OWNER and the CONTRACTOR will be so notified of the identity of the ENGINEER including firm, individual name, telephone number, and mailing address. All inquiries concerning any phase of the contracted work shall be made to:

Steven Sternberg, P.E., Project Manager
RACE COASTAL ENGINEERING, INC.
611 Access Road
Stratford, CT 06615
(203) 377-0663
steve@racecoastal.com

- b. The performance of the work shall be under the administration of the ENGINEER and he shall review the work for compliance with the drawings and specifications.
- c. The provisions of this Contract regarding review or approval by the ENGINEER or any action taken pursuant thereto, are not intended to and shall not relieve the CONTRACTOR of responsibilities for the accomplishment of the work, either as regards sufficiency or the time for performance, except as may be otherwise expressed in writing. No oral statement or directive, by the ENGINEER, shall in any manner or degree modify or otherwise affect the terms of this Contract.

1.3 SUBMITTALS

The Plans identify project specific submittals which require ENGINEER and/or OWNER approval.

1.4 LIQUIDATED DAMAGES

Liquidated Damages are not covered under this document. Refer to other OWNER documentation.

1.5 PHYSICAL DATA

Data and information furnished or referred to below is for the CONTRACTOR's information. The OWNER shall not be responsible for any interpretation of or conclusion drawn from the data or information by the CONTRACTOR.

a. Site Conditions:

The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys on the dates. The conditions represented prevailed at the time the investigations and surveys were made. Before commencing

work at the site, the CONTRACTOR shall verify the existing conditions indicated on the drawings and in the specifications.

b. Artificial Obstructions and Other Material:

Except for the locations indicated on the contract drawings, the OWNER has no additional knowledge of existing debris, boulders, cables, pipes, or other artificial obstructions or other material that would necessitate the use of explosives or the deployment of additional equipment for economical removal.

1.6 PRE-CONSTRUCTION MEETING

CONTRACTOR shall convene a pre-construction meeting with the OWNER and ENGINEER to establish a plan of action, schedule, review environmental concerns and permit conditions, and to establish clear lines of communication.

1.7 SUPERINTENDENCE BY THE CONTRACTOR

- a. At all times during the performance of the contract and until the work is completed and accepted, the CONTRACTOR shall directly superintend the work or assign and have on the worksite a competent project superintendent who is satisfactory to the OWNER and has the authority to act for the CONTRACTOR.
- b. The project superintendent shall maintain a physical presence at the site at all times and be responsible for all construction and related activities at the site, except as otherwise acceptable to the OWNER.
- c. Failure to comply with these requirements shall be deemed as cause for a non-compensatory stoppage and suspension of work until the deficiency is remedied.

1.8 CONTRACT TIMES

1.8.1 Contract Times

The Base Bid Work shall reach Substantial Completion within **150 calendar days** **and** shall be Completed and Ready for Final Payment within **165 calendar days**. It is the intent of the Owner to have the project finished prior to Memorial Day Weekend, (May 25, 2024).

1.8.2 Hours of Operations

The CONTRACTOR will be allowed to perform work within the following work hours:

Monday through Thursday: 7:00 a.m. to 6:00 p.m.

Friday: 7:00 a.m. to 6:00 p.m.

Saturday: 9:00 a.m. to 5:00 p.m. (with OWNER approval only)

Sunday: 9:00 a.m. to 5:00 p.m. (with OWNER approval only)

The hours of operations shall be limited to non-holiday weekdays between the hours listed above. However, if after the first full week of operation the noise levels and other activities are determined to be innocuous by neighbors, CONTRACTOR shall notify the OWNER. The availability of OWNER personnel is not guaranteed after 4:00 pm weekdays or on the weekends in the event any such approval is granted.

1.8.3 Organization at the Site

1.8.3.1 General

The CONTRACTOR shall employ ample personnel and sufficient equipment to accomplish the work within the Contract Times noted.

The CONTRACTOR shall follow the construction sequence as recommended by the ENGINEER. If the material supply of the work is delayed, CONTRACTOR shall proceed to the next work that can be accomplished until delayed supply is received.

1.8.3.2 Rate of Progress

CONTRACTOR shall be responsible for any delays at its own expense and will be required to complete the work at its own expenses without any additional expenses to the OWNER. Should the CONTRACTOR fail to maintain a satisfactory rate of progress, the OWNER may require that additional personnel and equipment be placed on the work and weekend and overtime work be performed, in order that the work be brought up to schedule and maintained.

1.9 CONTRACTOR'S USE OF UPLAND FACILITIES AND HAULING ROUTES

- a. Unless obtained by the OWNER or specified otherwise in the contract documents, the CONTRACTOR, at his own expense, shall be responsible for the following:
 1. Determining, if necessary, the trucking and hauling routes and associated restrictions to and from the work, to include the coordination for the use of such routes with local, State, and Federal authorities. The CONTRACTOR shall decide the hauling quantity required for the number of hauling trucks and its routes before commencing the work and discuss during the pre-construction meeting or submit the plan before commencement of the work to the OWNER.

2. Complying with all local, State, and Federal regulations and restrictions when using any upland facilities or hauling routes. Disposal site location for debris, detritus, and organic matter, as determined by the CONTRACTOR in accordance with applicable laws and regulations, shall be provided to the OWNER prior to starting work. Un-authorized material shall not be disposed of on-site.

1.10 CONTRACTOR USE OF PREMISES

1.10.1 Access to the Site and Storage/Staging Areas

- a. The CONTRACTOR is responsible for maintaining access necessary for its equipment, material, and plant to and from the work area.

1.10.2 Site Utilities

a. Water:

It shall be the responsibility of the CONTRACTOR to locate water supplies before commencement of the work. If water supply on-site is not reachable and available, it shall be the responsibility of the CONTRACTOR to provide and maintain at his own expense, an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be necessary for the completion of the work and only with the written approval of the OWNER. All necessary permits and fees associated with the provision of such approved water supply shall be the responsibility of the CONTRACTOR.

b. Electricity:

It shall be the responsibility of the CONTRACTOR to locate electricity before commencement of the work. If electricity on-site is not reachable and available, it shall be the responsibility of the CONTRACTOR to provide and maintain at his own expense, any and all electric power service for his use for construction, and to install and maintain necessary connections and distribution equipment for same, but only at such locations and in such manner as may be necessary for completion of the work and only with the written approval of the OWNER. All permits and fees required for the electric power supply shall be the responsibility of the CONTRACTOR.

1.10.3 Temporary Facilities and Storage Areas

The CONTRACTOR shall coordinate the need for temporary facilities and storage areas with the OWNER. Confine all operations (including storage of materials) to areas authorized or approved by the OWNER. The CONTRACTOR

shall hold and save the OWNER, its representatives, free and harmless from liability of any nature occasioned by the CONTRACTOR's performance. Approval for such use can be revoked by the OWNER at any time if conditions warrant.

1.10.4 Work Limits

The limits of work are as noted on the Plans.

1.10.5 Protection and Security of Contractor and General Public

Protection to CONTRACTOR personnel or their equipment cannot be provided at the worksite by the OWNER. The CONTRACTOR shall protect all its personnel, OWNER personnel, and the general public from injury. The CONTRACTOR shall exclude the general public from the work area, and the CONTRACTOR's parking, temporary facilities, and storage and staging areas. Post signs at public restricted areas that state, "Do Not Enter", or other similar language. Gates shall remain closed at all times when not in use by the CONTRACTOR. Lock gates at completion of days' work. The CONTRACTOR shall conduct all its work so as to prevent injury or unsafe conditions during construction.

1.10.6 Work By Other Contractors

During the performance period of this contract, no other work is anticipated to occur by other CONTRACTORS.

1.10.7 Emergency Contacts

The CONTRACTOR shall provide a list of emergency contacts in the event of an emergency. The list shall include the contact names, addresses, and telephone numbers. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

1.10.8 Damaged Property

Work shall proceed in a manner which will minimize disturbance or risk of damage to structures and surrounding lands. The CONTRACTOR shall repair such items damaged in the course of carrying out the work at no additional cost to the OWNER. All repairs shall match similar existing items in all aspects. All replacements shall be in kind.

1.10.9 Contractor's Receipt of Supplies

The CONTRACTOR shall be responsible for all arrangements for the receipt of materials and supplies at the job site. OWNER's personnel are not permitted to

receive or sign for items delivered to the site. CONTRACTOR shall submit all receipts weekly to the OWNER.

1.10.10 Daily Clean Up

The CONTRACTOR shall at all times keep rubbish from entering surrounding lands and water. Rubbish accumulated at the temporary facilities shall be removed from the premises daily. The Site shall not be left with gates open and any hazardous items on-site, including but not limited to equipment or material, shall be securely stored away. If unused stockpile must be stored on site, overnight, and for few days, CONTRACTOR shall cover it before leaving the site. All excavations shall be covered and safeguarded from the public.

1.11 QUALITY ASSURANCE

- a. All items of work not addressed in the contract documents shall be completed in strict accordance with the manufacturers' specifications.
- b. CONTRACTOR shall be responsible for inspecting his/her work, at a minimum, daily. The ENGINEER is not obligated to inspect the CONTRACTOR's work, or to protect the CONTRACTOR from the consequences of its work. ENGINEER inspections are a general examination of the CONTRACTOR's conduct and workmanship and are solely for the purpose of the OWNER.
- c. ENGINEER representatives are not authorized to change the contract without the written approval of the OWNER; this lack of authority extends to all situations in which the action of these representatives, could be construed as constituting change.
- d. The CONTRACTOR shall submit all request for changes in writing to the ENGINEER. Do not proceed with changes without possession of written authorization of the OWNER.

1.12 FINAL ACCEPTANCE BY OWNER

- a. Final acceptance of the whole or any part of the work, and the deductions or corrections of the deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a complete section of the work shall not change the time of payment of the retained percentages of the whole or any part of the work.
- b. CONTRACTOR shall not demobilize from the site until final examination and acceptance by the OWNER is complete.

1.13 COORDINATION

1.13.1 Points of Contact

a. Engineering Department, Town of Branford, CT:

Mr. Kevin Ortiz, E.I.T., Civil Design Engineer; P: (203) 315-0606

1.14 GENERAL SAFETY REQUIREMENTS

1.14.1 General

The CONTRACTOR shall implement and maintain a safety program conforming to the latest requirements of the applicable Federal, State, and Local laws, rules, and regulations. The CONTRACTOR shall take all necessary precautions in observing safety regulations and shall assume the responsibility to guard against causing of fires and/or explosions and to protect OWNER property. The CONTRACTOR shall perform the work in a manner consistent with security and with fire safety regulations especially with regards to ingress and egress. The CONTRACTOR shall exclude the general public from the work area, including the placement site, and the CONTRACTOR's parking, temporary facilities, and storage and staging areas. Post signs at public restricted areas that state, "Do Not Enter", or other similar language. Gates shall remain closed at all times when not in use by the CONTRACTOR. Lock gates at completion of days' work. Temporary closures shall not compromise life safety, security or fire safety.

1.14.2 CONTRACTOR's Project Superintendent

The CONTRACTOR's project superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis, toolbox meetings, walk-through inspections, correction of violations, etc., and including that of any subcontractor's work.

1.15 ENVIRONMENTAL PROTECTION

To provide for control of all environmental pollution arising from construction activities, the CONTRACTOR and its subcontractors, in the performance of this contract, shall comply with all applicable federal, state, and local laws and regulations concerning environmental protection, including wetlands protection, pollution control and abatement. Refer to soil and erosion control plans for further information.

1.16 MEASUREMENT AND PAYMENT

1.16.1 Job Payment Items

Payment items for the work of this contract for which contract job payments will be made are listed in the Bid Form and described below. The job price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated CONTRACTOR quality control, environmental protection, meeting safety requirements, tests, and reports, and for performing all work required for which separate payment is not otherwise provided.

1.16.2 Unit Price Payment Items

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the Bid Form and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated CONTRACTOR quality control, environmental protection, meeting safety requirements, tests, and reports, and for performing all work required for each of the unit price items. Submit originals of all field notes and all other records relating to Quantity Surveys.

1.16.3 Bidding Schedule – Payment Items

Payment items for the work of this contract on which the contract progress payments will be based are listed in the Bid Form and are described below. All costs for items of work, which are not specifically mentioned to be included in a particular Bidding Schedule job or unit price payment item, shall be included in the listed job item most closely associated with the work involved.

BASE BID

a) Contract Item Number 01, “Mobilization / Demobilization”

The contract price for Contract Item Number 01 shall include all costs associated with mobilization of CONTRACTOR plant and equipment to the site, and demobilization of like from the site, following completion of construction activities. The item shall include:

- All work necessary for moving Project personnel and equipment to the Project Site;
- All work necessary for the establishment of the CONTRACTOR’s field offices, buildings and other facilities necessary to perform the Work;

- Preparation of work plans and other documents that must be submitted by the CONTRACTOR to the OWNER prior to the start of physical Project construction, including project schedules, project management plans, staging and storage areas, safety plans, quality control plans, erosion and sedimentation control plans, and other documents addressing general Project sequencing or management, among other things;
- Completion of all physical work; and
- Completion of administrative closeout items as required by the Contract.

b) Contract Item Number 02, “Obtain Building Permit”

The contract price for Contract Item Number 02 shall include all costs to apply for and obtain a Building Permit from the local Building Official, as associated with the Work. The Building Permit fee will be paid by the OWNER.

c) Contract Item Number 03, “Furnish & Install Temporary Controls”

The contract price for Contract Item Number 03 shall include all costs associated with temporary controls to be implemented during the project including but not limited to; construction fencing and erosion and sedimentation controls, and low-pressure construction matting. Item shall include the costs for the removal of such controls at the completion of the Project.

d) Contract Item Number 04, “Selective Demolition & Disposal”

The contract price for Contract Item Number 04 shall include all costs associated with demolition and off-site disposal, in accordance with all local, State, and Federal regulations, of site features as identified on the Plans and required for the construction of the structures noted herein. The costs shall include all associated tipping fees as may be incurred.

e) Contract Item Number 05, “Remove and Reinstall Bollards, Chains, & Benches”

The contract price for Contract Item Number 05 shall include all costs associated with the temporary removal and reinstallation of the existing granite bollards, steel chains, and granite benches. These items are to be reinstalled in the same location and in same condition as exiting. The costs shall include all necessary safe storage and handling during construction.

f) Contract Item Number 06, “Furnish & Install Concrete Cap”

The contract price for Contract Item Number 06 shall include all costs associated with furnishing and installing the reinforced concrete cap including steel reinforcing, temporary formwork, curing, finishing, and required scheduling laboratory field testing. The concrete cap shall be installed at the location and to the dimensions as shown on the Plans.

g) Contract Item Number 07, “Furnish & Install 18 Timber Foundation Piles (Southern Yellow Pine)”

The contract price for Contract Item Number 07 shall include all costs associated with furnishing and installing driven timber (Greenheart) foundation piles of the types and dimensions specified. Piles shall be installed at the location, and to the elevation, penetration and capacity shown on the Plans.

h) Contract Item Number 08, “Furnish & Install 10 Timber Fender Piles (Greenheart)”

The contract price for Contract Item Number 08 shall include all costs associated with furnishing and installing driven timber (Southern yellow pine) fender piles of the types and dimensions specified. Piles shall be installed at the location, and to the elevation, penetration and capacity shown on the Plans.

i) Contract Item Number 09, “Furnish & Install Timber Bracing”

The contract price for Contract Item Number 09 shall include all costs associated with furnishing and installing the timber cross-bracing and lower horizontal bracing between piles of the types and dimensions as specified. Items shall also include the costs to furnish and install all associated steel fastening hardware and pile rounds.

j) Contract Item Number 10, “Furnish & Install Timber Framing”

The contract price for Contract Item Number 10 shall include all costs associated with furnishing and installing the timber framing including but not limited to; split caps, splices, stringers, rim boards, blocking, chocking, and associated hardware and connections as noted on the Plans.

k) Contract Item Number 11, “Furnish & Install Tension Anchors”

The contract price for Contract Item Number 11 shall include all costs associated with furnishing and installing 6 steel tension anchors. Item shall include all mobilization/demobilization of drilling equipment, protection of

structures during drilling activities, rod, casing and trumpet installation, grouting, and anchor pull testing to achieve capacities specified on the plans. Anchors shall be installed at the location, and to the elevation, penetration and capacity shown on the Plans.

l) Contract Item Number 12, “Furnish & Install Timber Decking”

The contract price for Contract Item Number 12 shall include all costs associated with furnishing and installing the timber decking including fastening hardware.

m) Contract Item Number 13, “Furnish & Install Timber Railing”

The contract price for Contract Item Number 13 shall include all costs associated with furnishing and installing timber railing of the type and dimension specified on the Plans.

n) Contract Item Number 14, “Furnish & Install Ladder”

The contract price for Contract Item Number 14 shall include all costs associated with removing and reinstalling the existing steel ladder. Item shall include installation of necessary steel fastening hardware and lower timber horizontal mount.

o) Contract Item Number 15, “Furnish & Install Stamped Concrete Deck”

The contract price for Contract Item Number 15 shall include all costs associated with furnishing and installing the stamped concrete deck including steel reinforcing, temporary formwork, curing, finishing, and required scheduling laboratory field testing. Slab color and stamping to match existing conditions. Item shall include placement and compaction of processed aggregate base and subgrade.

p) Contract Item Number 16, “Furnish & Install Timber Curbing”

The contract price for Contract Item Number 16 shall include all costs associated with furnishing and installing timber curbing.

q) Contract Item Number 17, “Chink Existing Stone Seawall”

The contract price for Contract Item Number 17 shall include all costs associated with chinking the stone seawall beneath the wharf (±80 LF of seawall).

ALTERNATE BID

Alternate Bid Items are items that may be added or subtracted to the Contract at the OWNER's discretion. *There are no Alternate Bid Items for this Project.*

UNIT PRICES

Unit Price Items shall be used for a change in quantity from the Base Bid or Alternate Bid, or for additional items as may be directed to be installed by the Owner.

a) **Contract Item Number U-1, "Furnish & Install Timber Foundation Pile (Greenheart)"**

The contract price for Contract Item Number U-1 shall include all costs associated with furnishing and installing additional driven timber (Greenheart) foundation piles. For the purposes of the Item, the installed length of the pile shall be assumed to be 25-ft. Piles shall meet all other specifications of the Plans.

b) **Contract Item Number U-2, "Furnish & Install Timber Fender Pile (Southern Yellow Pine)"**

The contract price for Contract Item Number U-2 shall include all costs associated with furnishing and installing additional driven timber (Southern Yellow Pine) fender piles. For the purposes of the Item, the installed length of the pile shall be assumed to be 30-ft. Piles shall meet all other specifications of the Plans.

c) **Contract Item Number U-3, "Furnish & Install Tension Anchor"**

The contract price for Contract Item Number U-3 shall include all costs associated with furnishing and installing additional tension anchors to meet the design capacities. For the purposes of the Item, the distance from top of wharf deck to competent bedrock shall be assumed to be 25-ft. Anchors shall meet all other specifications of the Plans.

d) **Contract Item Number U-4, "Mobilization/Demobilization of Rock Socket Equipment"**

The contract price for Contract Item Number U-4 shall include all costs associated with mobilization of CONTRACTOR plant and equipment, necessary for installation of pile rock sockets, to the site, and demobilization of like from the site, following completion of construction activities.

e) Contract Item Number U-5, “Furnish & Install Pile Rock Socket”

The contract price for Contract Item Number U-5 shall include all costs associated with furnishing and installing a Greenheart foundation pile into a rock socket of the types and dimensions specified. For the purposes of the Item, the distance from top of wharf deck to competent bedrock shall be assumed to be 20-ft with 8-ft of overburden. Item shall exclude pile material costs (included with driven pile costs) but shall include costs associated with the added pile length versus a driven condition.

1.16.4 Progress Payments

During the course of the work, the CONTRACTOR may request progress payments for the work no more than once every month based on approximate quantities, determined by the CONTRACTOR and reviewed by the ENGINEER.

1.16.5 Progress Payments

- a) Final acceptance of the whole or a part of the work and the deductions or corrections made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a complete section of the work shall not change the time of payment of the retained percentages of the whole or any part of the work.
- b) CONTRACTOR shall not demobilize from the Site until final examination and acceptance by the OWNER is complete.

--END OF SECTION--

STATE & FEDERAL REGULATORY PERMITS





**Bureau of Water Protection and Land Reuse
Land & Water Resources Division**

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

Connecticut Department of Energy and Environmental Protection License*

Certificate of Permission

Licensee(s): Town of Branford John Hoefflerle, P.E.

Licensee Address(s): 1019 Main Street
Branford, CT 06405

License Number(s): 202003006-COP

Municipality: Town of Branford

Project Description: Seawall and Wharf repair for the purpose of flood and erosion control and public access.

Project Address/Location: 4 Harbor Street, Branford

Waters: Branford Harbor/Long Island Sound

Authorizing CT Statute(s) and/or Federal Law: CGS Section 22a-359 to 363g; CGS Section 22a-90 to 112

Applicable Regulations of CT State Agencies: 22a-426-1 to 9

Agency Contact: Land & Water Resources Division,
Bureau of Water Protection & Land Reuse, 860-424-3019

License Expiration: Five years from the date of issuance of this license.

Project Site Plan Set: Eight (8) sheets of plans dated December 16, 2019 (sheets 6 and 8 are dated 9/25/19) and prepared by Steve Sternberg, P. E.

License Enclosures: Land Record Filing, LWRD General Conditions, Site Plan Set, Compliance Certification Form , Work Commencement Form

Authorized Activities:

The Licensee is hereby authorized to conduct the following work as described in application # 202003006-COP:

1. Retain the minor modifications made to a pre-1934 dock consisting of a 2.5' wide by 20' long aluminum gangway, 16' wide by 16' long floating dock and three (3) float restraint piles.

*Connecticut's Uniform Administrative Procedure Act defines License to include, "the whole or part of any agency permit, certificate, approval, registration, charter or similar form of permission required by law . . ."

2. Perform substantial maintenance to the following pre-1934 structures:
 - a. In-kind and in-place reconstruction of approximately 20' of partially collapsed stone seawall;
 - b. In-kind and in-place reconstruction of a 20' long by 100' wide timber wharf, including new cross-bracing, new timber fender pile, new timber curb and new timber chock; and
 - c. Repointing and repair of approximately 100' of existing stone seawall and concrete cap underneath the wooden wharf.

Failure to comply with the terms and conditions of this license shall subject the Licensee and / or the Licensee's contractor(s) to enforcement actions and penalties as provided by law.

This license is subject to the following Terms and Conditions:

1. **License Enclosure(s) and Conditions.** The Licensee shall comply with all applicable terms and conditions as may be stipulated within the License Enclosure(s) listed above.
2. This License does not authorize or retain any other structures shown on the existing and proposed condition plans attached herein; with the exception of the activities described in the **Authorized Activities**, above.

Issued under the authority of the Commissioner of Energy and Environmental Protection on:

May 29, 2020

Date



Brian P. Thompson
Division Director
Land & Water Resources Division

General Conditions for Land & Water Resources Division Licenses

- 1. Land Record Filing (for *Structures Dredging & Fill, Tidal Wetlands, Certificate of Permission, and Long Island Sound General Permit Licenses only*).** The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance. If a Land Record Filing form is not enclosed and the work site is not associated with an upland property, no filing is required.
- 2. Contractor Notification.** The Licensee shall give a copy of the license and its attachments to the contractor(s) who will be carrying out the authorized activities prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The Licensee's contractor(s) shall conduct all operations at the site in full compliance with the license and, to the extent provided by law, may be held liable for any violation of the terms and conditions of the license. At the work site, the contractor(s) shall, whenever work is being performed, have on site and make available for inspection a copy of the license and the authorized plans.
- 3. Work Commencement¹.** Not later than two (2) weeks prior to the commencement of any work authorized herein, the Licensee shall submit to the Commissioner, on the Work Commencement Form attached hereto, the name(s) and address(es) of all contractor(s) employed to conduct such work and the expected date for commencement and completion of such work, if any.
 - For water diversion activities authorized pursuant to 22a-377(c)-1 of the Regulations of Connecticut State Agencies, the Licensee shall also notify the Commissioner in writing two weeks prior to initiating the authorized diversion.
 - For emergency activities authorized pursuant Connecticut General Statutes Section 22a-6k, the Licensee shall notify the Commissioner, in writing, of activity commencement at least one (1) day prior to construction and of activity completion no later than five (5) days after conclusion.
- 4. For Coastal Licenses Only - License Notice.** The Licensee shall post the first page of the License in a conspicuous place at the work area while the work authorized therein is undertaken.
- 5. Unauthorized Activities.** Except as specifically authorized, no equipment or material, including but not limited to, fill, construction materials, excavated material or debris, shall be

¹ The Work Commencement condition and the need for a Work Commencement Form is not applicable to Flood Management Certification approvals.

deposited, placed or stored in any wetland or watercourse on or off-site. The Licensee may not conduct work within wetlands or watercourses other than as specifically authorized, unless otherwise authorized in writing by the Commissioner. Tidal wetlands means “wetland” as defined by section 22a-29 and “freshwater wetlands and watercourses” means “wetlands” and “watercourses” as defined by section 22a-38.

6. **Unconfined Instream Work.** Unless otherwise noted in a condition of the license, the following conditions apply to projects in non-coastal waters:
 - Unconfined instream work is limited to the period June 1 through September 30.
 - Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year. The removal of such confinement devices is allowed any time of the year.
 - Once a work area has been confined, in-water work within the confined area is allowed any time of the year.
 - The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
7. **For State Actions Only - Material or Equipment Storage in the Floodplain.** Unless approved by a Flood Management Exemption, the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the Licensee or the Licensee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day. In accordance with the licensee's Flood Contingency Plan, the Licensee shall remove equipment and materials from the floodplain during periods when flood warnings have been issued or are anticipated by a responsible federal, state or local agency. It shall be the Licensee's responsibility to obtain such warnings when flooding is anticipated.
8. **Temporary Hydraulic Facilities for Water Handling.** If not reviewed and approved as a part of the license application, temporary hydraulic facilities shall be designed by a qualified professional and in accordance with the *Connecticut Guidelines for Soil Erosion and Sediment Control*, the *2004 Connecticut Stormwater Quality Manual*, or the *Department of Transportation's ConnDOT Drainage Manual*, as applicable. Temporary hydraulic facilities may include channels, culverts or bridges which are required for haul roads, channel relocations, culvert installations, bridge construction, temporary roads, or detours.
9. **Excavated Materials.** Unless otherwise authorized, all excavated material shall be staged and managed in a manner which prevents additional impacts to wetlands and watercourses.
10. **Best Management Practices.** The Licensee shall not cause or allow pollution of any wetlands or watercourses, including pollution resulting from sedimentation and erosion. In constructing

or maintaining any authorized structure or facility or conducting any authorized activity, or in removing any such structure or facility, the Licensee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. For purposes of the license, “pollution” means “pollution” as that term is defined by CGS section 22a-423. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, 2004 *Connecticut Stormwater Quality Manual*, Department of Transportation’s *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

11. Work Site Restoration. Upon completion of any authorized work, the Licensee shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.

12. Inspection. The Licensee shall allow any representative of the Commissioner to inspect the project location at reasonable times to ensure that work is being or has been conducted in accordance with the terms and conditions of this license.

13. Change of Use. (Applies only if a use is specified within the License “Project Description”)

- a. The work specified in the license is authorized solely for the purpose set forth in the license. No change in purpose or use of the authorized work or facilities as set forth in the license may occur without the prior written approval of the Commissioner. The Licensee shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this license, request permission from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.
- b. A change in the form of ownership of any structure authorized herein from a rental/lease commercial marina to a wholly-owned common interest community or dockominium may constitute a change in purpose as specified in paragraph (a) above.

14. De Minimis Alteration. The Licensee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Licensee may request a de minimis change to any authorized structure, facility, or activity. A de minimis alteration means a change in the authorized design, construction or operation that does not increase environmental impacts or substantively alter the construction of the project as authorized.

- For diversion activities authorized pursuant to 22a-377(c)-2 of the Regulations of Connecticut State Agencies, a de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

15. Extension Request. The Licensee may request an extension of the license expiration date. Such request shall be in writing and shall be submitted to the Commissioner at least thirty (30) days prior to the license expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the Commissioner’s sole discretion to grant or deny such request.

- 16. Compliance Certification.** Not later than 90 days after completion of the authorized work, the Licensee shall prepare and submit to the Commissioner the attached Compliance Certification Form. Such Compliance Certification shall be completed, signed, and sealed by the Licensee and a Connecticut Licensed Design Professional. If non-compliance is indicated on the form, or the Commissioner has reason to believe the activities and/or structures were conducted in non-compliance with the license, the Commissioner may require the Licensee to submit as-built plans as a condition of this license.
- 17. Maintenance.** The Licensee shall maintain all authorized structures or work in optimal condition or shall remove such structures or facility and restore the affected waters to their pre-work condition. Any such maintenance or removal activity shall be conducted in accordance with applicable law and any additional approvals required by law.
- 18. No Work After License Expiration.** Work conducted after the license expiration date is a violation of the license and may subject the licensee to enforcement action, including penalties, as provided by law.
- 19. License Transfer.** The license is not transferable without prior written authorization of the Commissioner. A request to transfer a license shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Licensee's obligations under the license shall not be affected by the passage of title to the license site to any other person or municipality until such time as a transfer is approved by the Commissioner.
- 20. Document Submission.** Any document required to be submitted to the Commissioner under the license or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:
- Regulatory Section
Land & Water Resources Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127
860-424-3019
- 21. Date of Document Submission.** The date of submission to the Commissioner of any document required by the license shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under the license, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in the license, the word "day" as used in the license means calendar day. Any document or action which is required by the license to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.
- 22. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under the license shall be signed by the Licensee and by the individual or individuals responsible for actually preparing such

document, each of whom shall certify in writing as follows: “I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.”

23. Accuracy of Documentation. In evaluating the application for the license, the Commissioner has relied on information and data provided by the Licensee and on the Licensee’s representations concerning site conditions, design specifications and the proposed work, including but not limited to representations concerning the commercial, public or private nature of the work or structures, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, the license may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.

24. Limits of Liability. In granting the license, the Commissioner has relied on all representations of the Licensee, including information and data provided in support of the Licensee’s application. Neither the Licensee’s representations nor the issuance of the license shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.

25. Reporting of Violations. In the event that the Licensee becomes aware that they did not or may not comply, or did not or may not comply on time, with any provision of this license or of any document incorporated into the license, the Licensee shall immediately notify the agency contact specified within the license and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the agency contact, the Licensee shall provide, for the agency’s review and written approval, a report including the following information:

- a. the provision(s) of the license that has been violated;
- b. the date and time the violation(s) was first observed and by whom;
- c. the cause of the violation(s), if known;
- d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
- e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
- f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
- g. the signatures of the Licensee and of the individual(s) responsible for actually preparing such report.

If the violation occurs outside of normal business hours, the Licensee shall contact the Department of Energy and Environmental Protection Emergency Dispatch at 860-424-3333. The Licensee shall comply with any dates which may be approved in writing by the

Commissioner.

- 26. Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
- 27. Other Required Approvals.** License issuance does not relieve the Licensee of their obligations to obtain any other approvals required by applicable federal, state and local law.
- 28. Rights.** The license is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the property or activity affected hereby.
- 29. Condition Conflicts.** In the case where a project specific special condition listed on the license differs from, or conflicts with, one of the general conditions listed herein, the project specific special condition language shall prevail. It is the licensee's responsibility to contact the agency contact person listed on the license for clarification if needed prior to conducting any further regulated activities.



**Bureau of Water Protection & Land Reuse
Land & Water Resources Division**

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

Land Record Filing*

To: Town of Branford Clerk

Signature and

Date:

Subject: Seawall and Wharf Repair, 4 Harbor Street, Branford
License #202003006-COP

Pursuant to Section 22a-363g of the Connecticut General Statutes, the Commissioner of Energy and Environmental Protection gives notice that a license has been issued to Town of Branford, c/o John Hoefflerle, 1019 Main Street, Branford, CT 06405 to:

1. Retain the following:
 - a. 2.5' wide by 20' long aluminum gangway; and
 - b. 16' wide by 16' long floating dock.
2. Perform the following work on pre-1995 structures:
 - a. In-kind and in-place reconstruction of approximately 20' of partially collapsed stone seawall, reusing some stones;
 - b. In-kind and in-place reconstruction of existing 20' long by 100' wide timber wharf, including new cross-bracing, new timber fender pile, new timber curb and new timber chock; and
 - c. Repointing and repair of approximately 100' of existing stone seawall and concrete cap.

If you have any questions pertaining to this matter, please contact the Land & Water Resources Division at 860-424-3019.

Return to:

Land & Water Resources Division
State of Connecticut
Department of Energy & Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

*The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance.



Work Commencement Form

To: Regulatory Section
Department of Energy and Environmental Protection
Land & Water Resources Division
79 Elm Street
Hartford, CT 06106-5127

Licensee Name: John Hoefflerle, Town of Branford

Licensee Address: 1019 Main Street

Branford, CT 06405

License No(s): 202003006-COP

CONTRACTOR(s):

1 Name:

Address:

Telephone:

E-mail:

2 Name:

Address:

Telephone:

E-mail:

3 Name:

Address:

Telephone:

E-mail:

Date Contractor(s) received a copy
of the license and approved plans: _____

EXPECTED DATE OF COMMENCEMENT OF WORK: _____

EXPECTED DATE OF COMPLETION OF WORK: _____

LICENSEE:

(Signature) _____

(Date) _____

Compliance Certification Form

The following certification must be signed by the licensee working in consultation with a Connecticut-licensed design professional and must be submitted to the address indicated at the end of this form within ninety (90) days of completion of the authorized work.

1.	Licensee Name:	Town of Branford
	License Number(s):	202003006-COP
	Site Address:	4 Harbor Street, Branford, CT 06405

2.	Check one: (a) <input type="checkbox"/> "I certify that the final site conditions and / or structures are in general conformance with the approved site plans". Identify and describe any deviations and attach to this form. (b) <input type="checkbox"/> "The final site conditions and / or structures are not in general conformance with the approved site plans. The enclosed "as-built" plans note the modifications".
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3. "I understand that any false statement in this certification is punishable as a criminal offence under section 53a-157b of the General Statutes and under any other applicable law."		
_____ Signature of Licensee	_____ Date	
_____ Name of Licensee (print or type)		
_____ Signature of CT-Licensed Design Professional	_____ Date	
_____ Name of CT-Licensed Design Professional (print or type)		
_____ Professional License Number (if applicable)	Affix Stamp Here <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 10px;"></div>	

<ul style="list-style-type: none"> As-built plans shall include: elevations or tidal datums, as applicable, and structures, including any proposed elevation views and cross sections included in the approved license plans. Such as-built plans shall be the original ones and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut. The Licensee will be notified by staff of the Land and Water Resources Division (LWRD) if further compliance review is necessary. Lack of response by LWRD staff does not imply compliance. 	
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Submit this completed form to :

Regulatory Section
Department of Energy and Environmental Protection
Land & Water Resources Division
79 Elm Street
Hartford, CT 06106-5127

TOWN OF BRANFORD - ENGINEERING DEPT. BRANFORD POINT SEAWALL & WHARF REPAIR

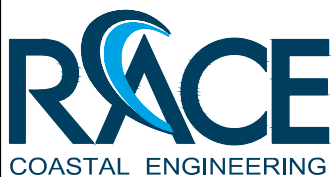
DRAWING LIST	
DRAWING No.	DRAWING TITLE
1	TITLE SHEET & GENERAL NOTES
2	VICINITY MAP
3	TAX ASSESSOR'S MAP
4	OVERVIEW PLAN
5	EXISTING SITE PLAN
6	PROPOSED SITE PLAN
7	EXISTING SECTION A-A
8	PROPOSED SECTION A-A

GENERAL NOTES

1. THE PURPOSE OF THESE DRAWINGS ARE FOR REGULATORY REVIEW ONLY.
2. VICINITY MAP TAKEN FROM USGS MAP OF BRANFORD QUADRANGLE CONNECTICUT-NEW HAVEN COUNTY 7.5-MINUTE SERIES 2018.
3. TAX ASSESSOR'S MAP TAKEN FROM TOWN OF BRANFORD ONLINE GIS SERVICES.
4. ELEVATIONS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), UNLESS NOTED OTHERWISE.
5. SITE INFORMATION WAS BEEN OBTAINED BY RACE COASTAL ENGINEERING, LLC (RACE) ON 06/24/2019 AND ONLY REPRESENT THE SITE CONDITIONS OBSERVED AT THAT TIME.
6. TIDAL ELEVATION DATA HAS BEEN TAKEN FROM BENCH MARK SHEET FOR BRANFORD RIVER, CT STA. 8465233 FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION TIDES AND CURRENTS WEBSITE.

PROJECT TIDAL ELEVATIONS:

DATUM	NAVD 88 (FT)
COASTAL JURISDICTIONAL LIMIT (CJL)	+4.3
HIGH TIDE LINE (HTL)	+4.3
MEAN HIGH WATER (MHW)	+2.7
NAVD 88	0.0
NGVD 29	-1.0
MEAN LOW WATER (MLW)	-3.2



611 Access Road Stratford, CT 06615
Tel: 203-377-0663 racecoastal.com

Prepared For: TOWN OF BRANFORD
ENGINEERING DEPARTMENT
1019 MAIN STREET
BRANFORD, CT 06405

Project: BRANFORD POINT
SEAWALL & WHARF REPAIR
4 HARBOR STREET
BRANFORD, CT 06405

SEAL:



Date:

12-16-19

Rev.:

Drawn By:

HNS

Checked By:

SCS

Datum:

NAVD88

Scale:

N/A

Project No.:

2019057

Drawing No.:

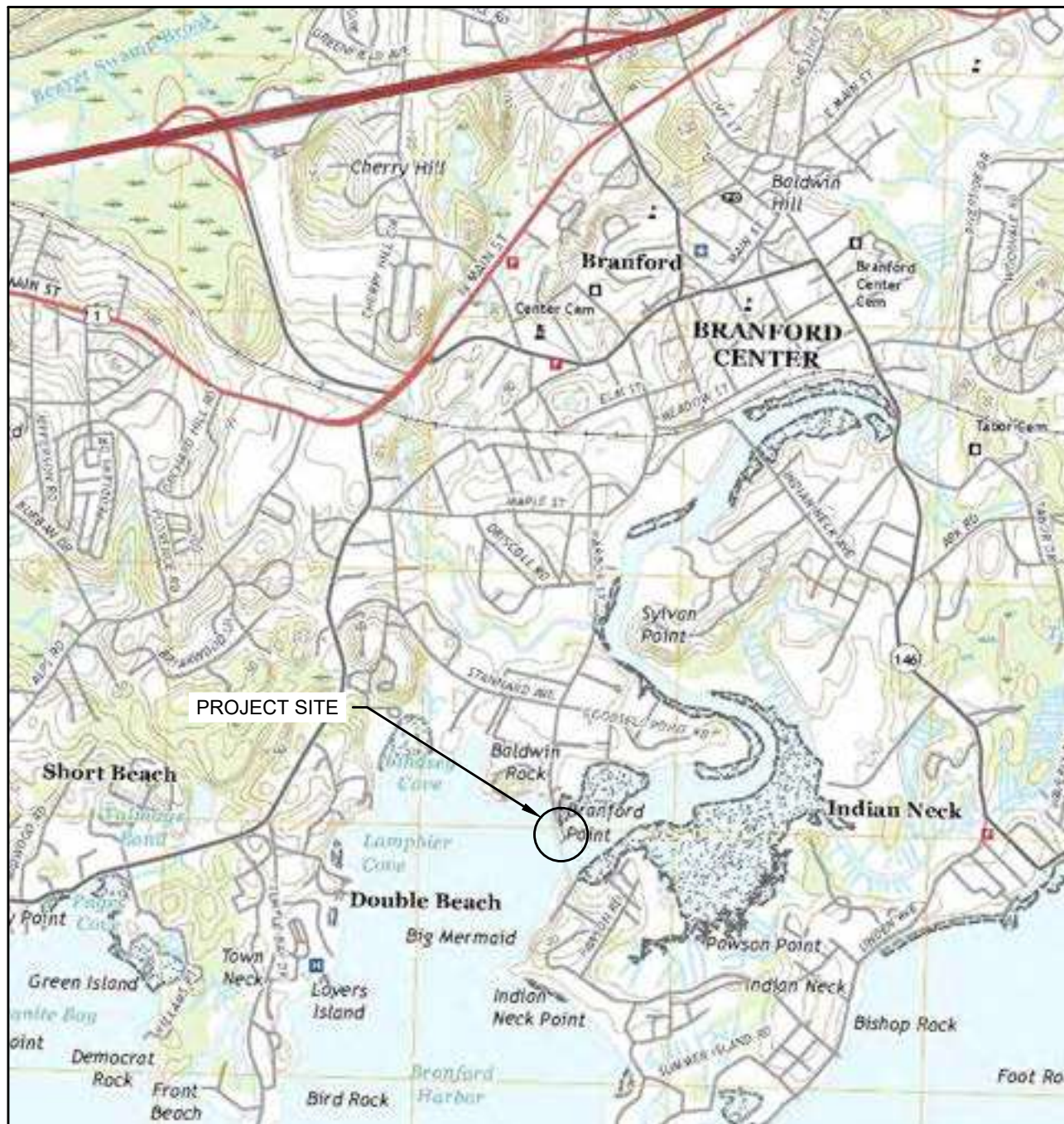
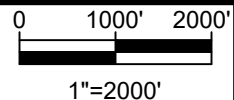
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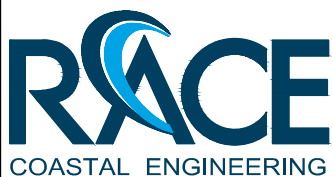
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VICINITY MAP



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Prepared For: TOWN OF BRANFORD
ENGINEERING DEPARTMENT
1019 MAIN STREET
BRANFORD, CT 06405

Project: BRANFORD POINT
SEAWALL & WHARF REPAIR
4 HARBOR STREET
BRANFORD, CT 06405

SEAL:



Date:

12-16-19

Rev.:

Drawn By:

HNS

Checked By:

SCS

Datum:

NAVD88

Scale:

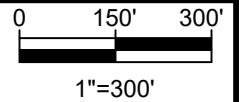
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Project No.:

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Drawing No.:

2 of 8



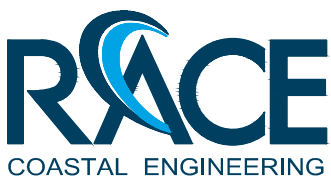
OWNER

1. BRANFORD POINT - 4 HARBOR STREET - BRANFORD TOWN OF BRANFORD POINT

ADJACENT PROPERTY OWNERS

2. 6 ADJACENT PROPERTIES. SEE ATTACHMENT C FOR ADJACENT PROPERTY OWNERS LISTING.

TAX ASSESSOR'S MAP



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1019 MAIN STREET
BRANFORD, CT 06405

Project: BRANFORD POINT
SEAWALL & WHARF REPAIR
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12-16-19

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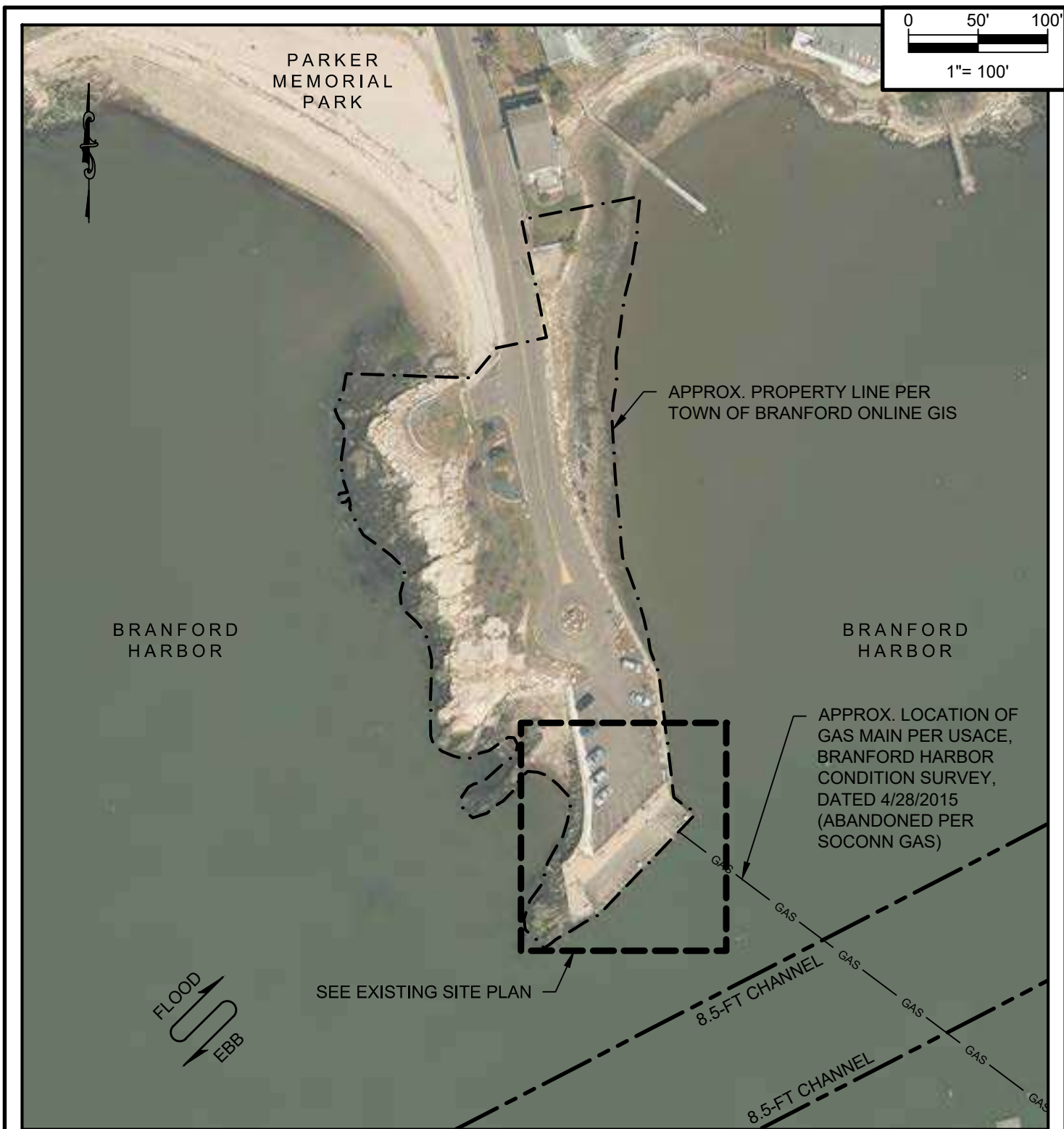
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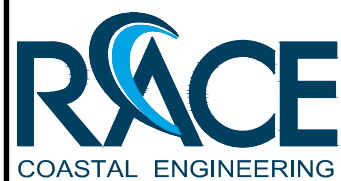
2019057

Drawing No.:

3 of 8



OVERVIEW PLAN



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SEAL:



Date:
12-16-19

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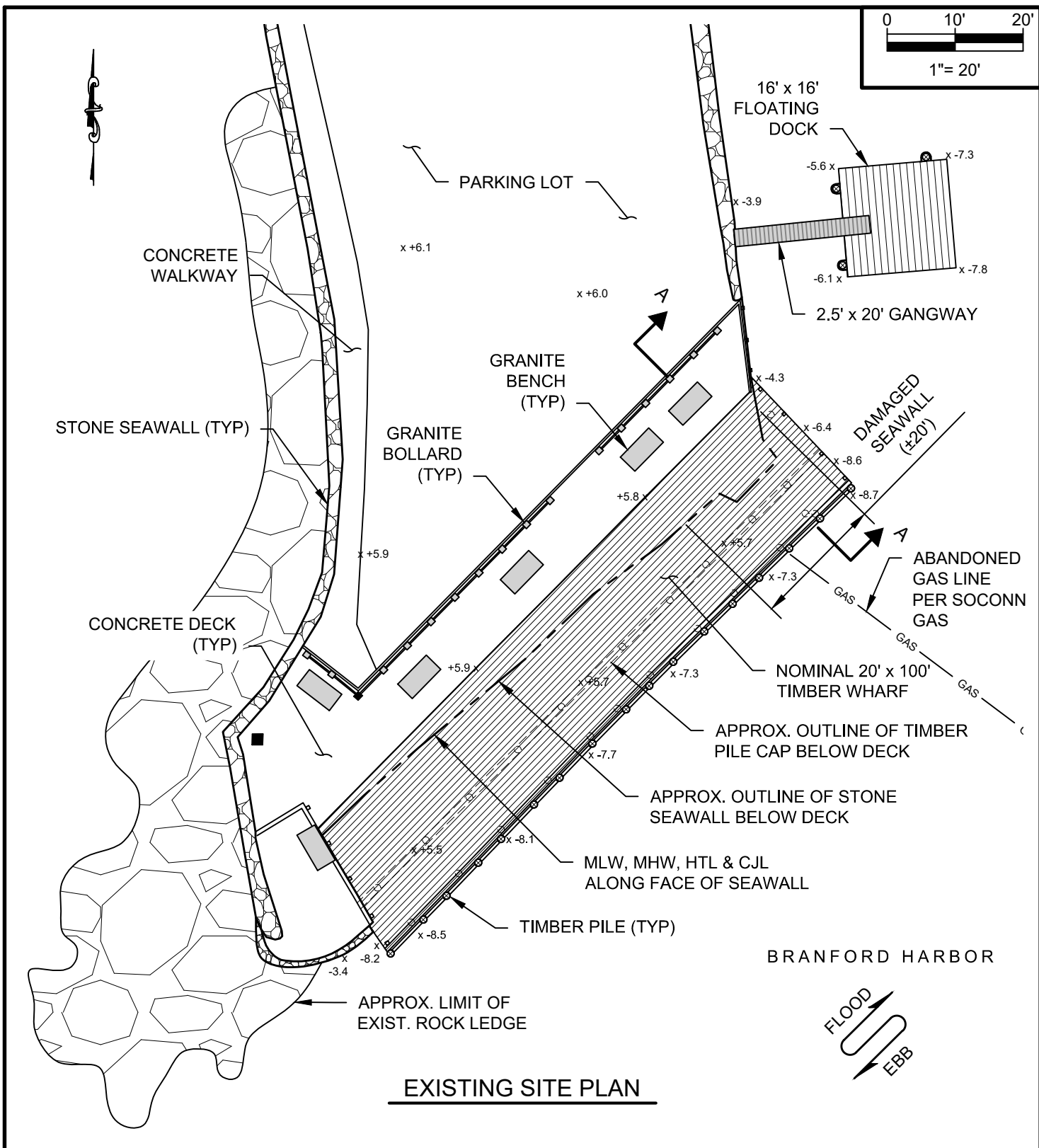
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Project No.: 2019057
Drawing No.: 4 of 8

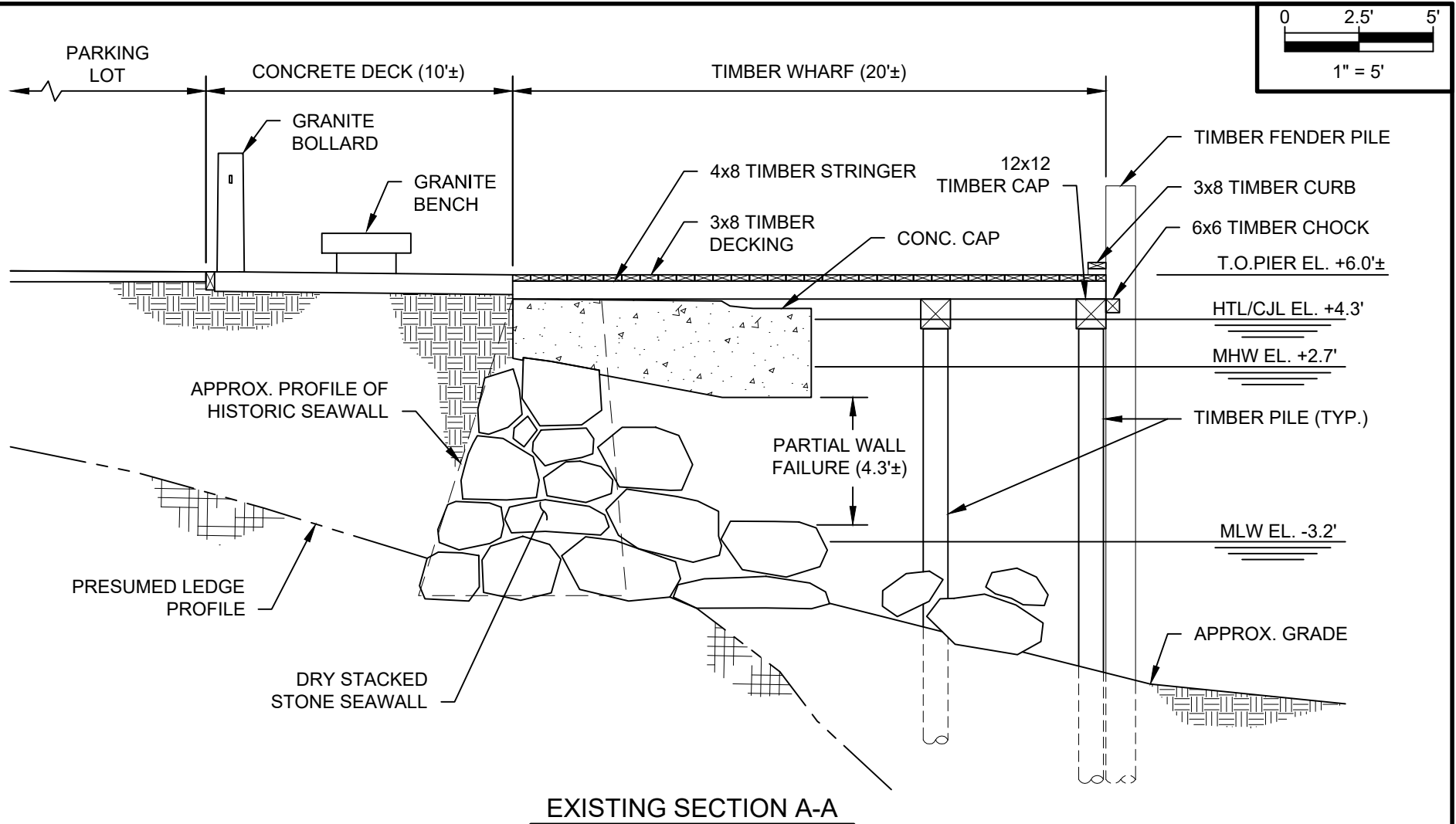
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	Project: BRANFORD POINT SEAWALL & WHARF REPAIR 4 HARBOR STREET BRANFORD, CT 06405	NOT VALID WITHOUT ENGINEER'S SEAL	Drawn By: HNS	Checked By: SCS
			Datum: NAVD88	Scale: 1"=20'
			Project No.: 2019057	Drawing No.: 5 of 8
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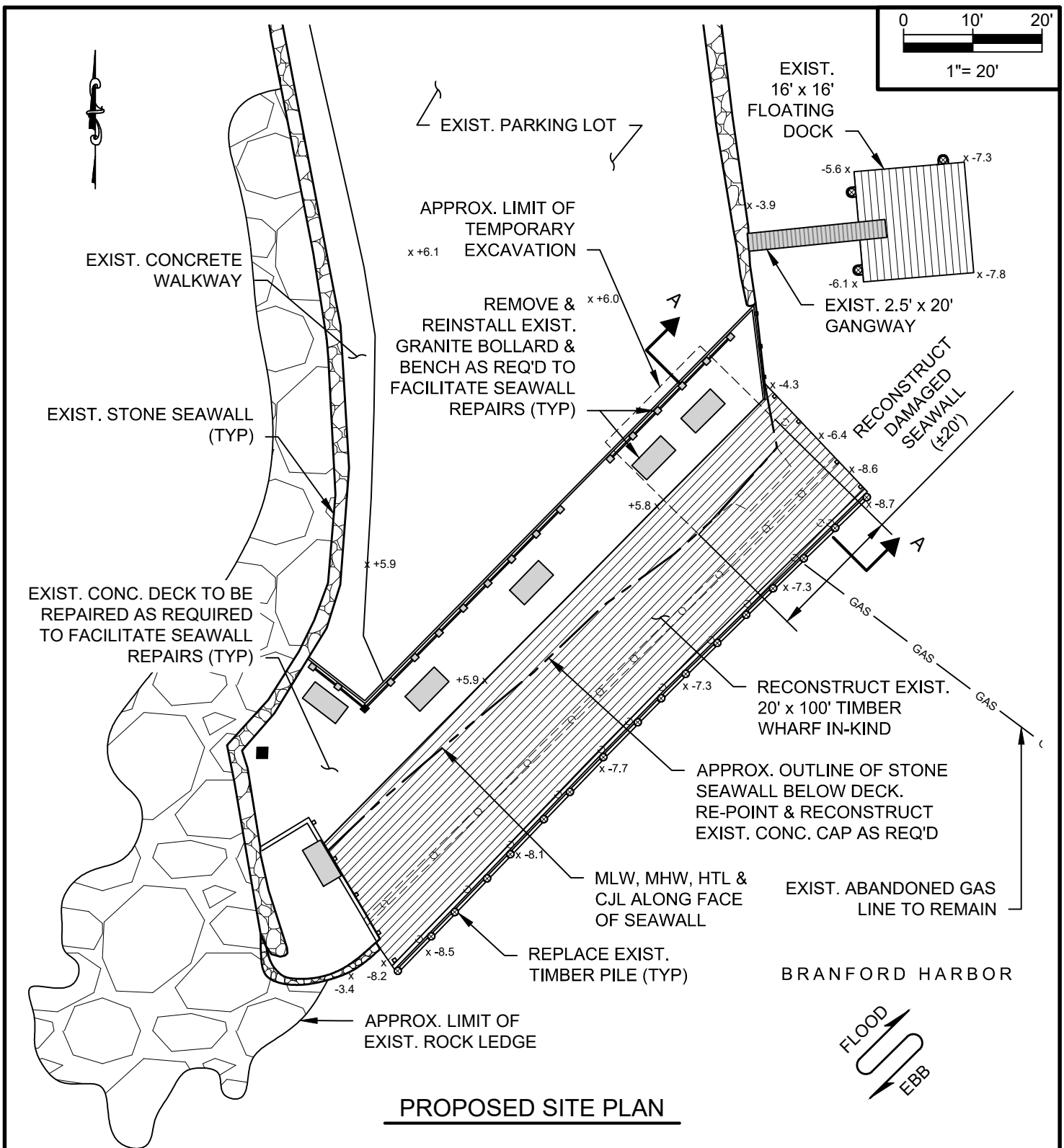
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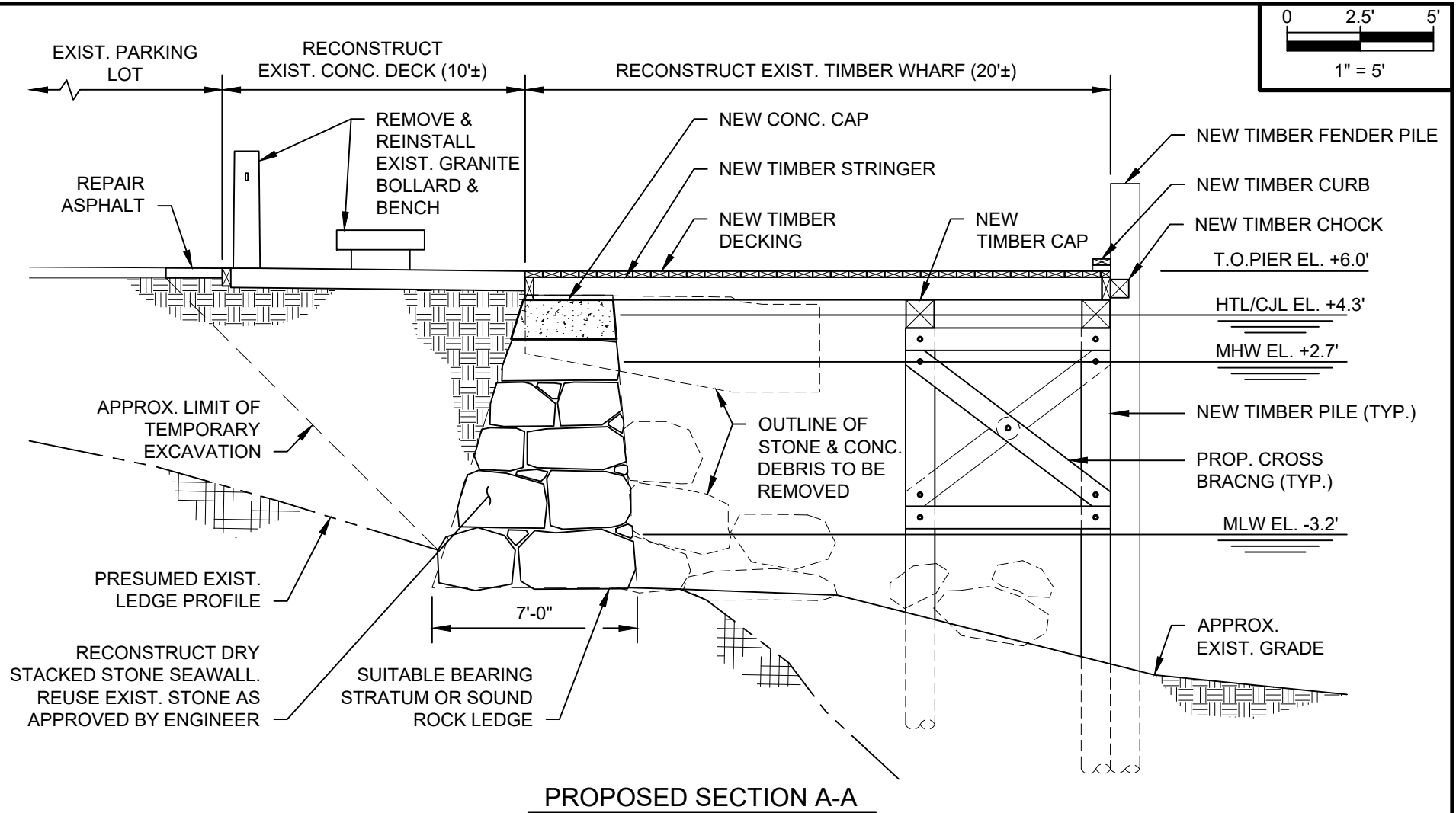


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Project No.:	2019057	Drawing No.:	6 of 8



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	Project: BRANFORD POINT SEAWALL & WHARF REPAIR 4 HARBOR STREET BRANFORD, CT 06405		12-16-19	
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Project No.:	2019057	Drawing No.:	8 of 8

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMITS FOR THE STATE OF CONNECTICUT

The New England District of the U.S. Army Corps of Engineers (USACE) hereby issues twenty-three (23) regional general permits (GPs), listed in Appendix A, for activities subject to USACE jurisdiction in waters of the United States (U.S.), including navigable waters within the State of Connecticut, adjacent ocean waters to the seaward limit of the outer continental shelf, and tribal lands¹. These GPs are issued in accordance with USACE regulations at 33 CFR 320 - 332 [see 33 CFR 325.5(c)(1)] and authorize activity-specific categories of work that are similar in nature and cause no more than minimal individual and cumulative adverse environmental impacts while providing protection to the aquatic environment and the public interest.

This document contains the following sections and appendices:	Page
Section 1 – Review Categories and Application Procedures for Non-Tidal Waters	3
Section 2 – Review Categories and Application Procedures for Tidal Waters	7
Section 3 – Content of Preconstruction Notification	12
Appendix A – General Permits for The State of Connecticut and Tribal Lands	17
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Appendix C – Standard Aquaculture Terms and Conditions for General Permit 16	59
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GENERAL CRITERIA

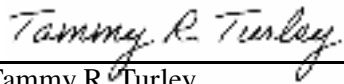
For activities to qualify for these GPs, they must meet the terms, eligibility criteria and stipulations listed in Appendix A – General Permits, the general conditions (GCs) in Appendix B, and any special conditions included in verification letters that are deemed necessary to protect aquatic resources.

Under these GPs, projects may qualify for the following:

- Self-Verification (inland): A Self-Verification Notification Form (SVNF) and supporting materials are required
- Self-Verification (coastal): An SVNF is not required, except for GP 12. USACE relies on Connecticut Department of Energy and Environmental Protection (CT DEEP) and applicant/agent submittals.
- Pre-Construction Notification (PCN):
 - Inland: Application to, and written approval from, USACE is required.
 - Coastal: Notification to USACE provided by CT DEEP or by applicants as necessary. Written approval from USACE is required.

¹ Tribal reservation lands are considered a sovereign nation and are therefore acknowledged separately from the State of Connecticut.

If an activity is not eligible for Self-Verification (SV), a PCN is required to allow USACE an opportunity to thoroughly review a proposed GP activity to ensure that the proposed activity qualifies for GP authorization. If the proposed activity does not qualify for GP authorization, USACE will inform the applicant and advise them on the process for seeking an Individual Permit. The thresholds for activities eligible for SV and PCN are stated in Appendix A. A number of terms and conditions can be found throughout the GPs and Appendices, including the General Conditions in Appendix B, which apply to all projects. These GPs do not affect the USACE Individual Permit review process or activities exempt from USACE regulation. The USACE does not intend to exclude projects from utilizing the SV process where Section 7 ESA, MSA (EFH), or Section 106 NHPA consultation is required and completed by another lead Federal agency; provided the scope of those actions sufficiently encompass the USACE Regulatory action.



Tammy R. Turley
Chief, Regulatory Division

December 15, 2021
Date

SECTION 1

REVIEW CATEGORIES AND APPLICATION PROCEDURES FOR ACTIVITIES WITHIN NON-TIDAL WATERS AND WETLANDS WITHIN THE STATE OF CONNECTICUT AND TRIBAL LANDS

I. JURISDICTION AND ACTIVITIES COVERED:

Authorizations are required for activities that will involve the discharge of dredged or fill material and certain discharges associated with excavation into waters of the U.S., including wetlands. These activities are regulated by USACE under Section 404 of the Clean Water Act (CWA), see 33 CFR 323 (see GC 2).

II. REVIEW PROCESS

1. State and Local Approvals - Water Quality Certification (WQC)

Section 401(a)(1) of the Clean Water Act (33 USC Sec.1341) requires that applicants proposing to discharge dredged or fill material into waters of the U.S. obtain a WQC or waiver from the certifying state water pollution control agency, which is CT DEEP or the U.S. Environmental Protection Agency (EPA) on Indian reservation lands. The CT DEEP has granted WQC for all activities authorized under these CT GPs provided those activities meet the criteria as contained in these General Permits.

A written determination of concurrence of eligibility for Section 401 WQC prior to the start of construction from the CT DEEP Commissioner is required for all PCN activities. Applicants seeking a written concurrence of eligibility for PCN activities must apply to the CT DEEP on such form as the Commissioner may prescribe and with such information as the Commissioner deems necessary to fulfill the purposes of Section 401 of the Federal CWA. Upon completion of the review and evaluation of such application, the Commissioner will issue either a written concurrence of eligibility determination of Section 401 Certification upon such terms, limitations or conditions as the Commissioner deems necessary, or a written determination that an individual (regular) Section 401 WQC is required for the proposed activity.

The EPA granted WQC for activities located on lands within the boundaries of an Indian Reservation.

2. Self-Verification Review Category

a. Notification: An application to the USACE is not required. However, submittal of a SVNf and required accompanying materials to USACE and CT DEEP in accordance with Section 2(c) below, at least two weeks prior to commencement of work authorized by these GPs, is required.

b. Eligibility Criteria: Activities in Connecticut and tribal lands that meet the following criteria are eligible under SV of this GP if they:

- Are subject to USACE jurisdiction (see Appendix B, GC 2);
- Meet the SV criteria in Appendix A - General Permits;
- Meet the requirements of the applicable GCs in Appendix B;
- Meet all other applicable terms and conditions of these GPs; and
- Result in no more than minimal impacts to the aquatic environment.

Project proponents seeking authorization under these GPs by qualifying for SV must comply with all GCs and other relevant federal laws such as the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA) and the Wild and Scenic Rivers Act. Consequently, applicant consultation with USACE and outside experts such as the Connecticut State Historic Preservation Office (SHPO), which is the Connecticut Department of Economic and Community Development in Connecticut, Connecticut Native American Indian tribes (see Appendix D) and the National Park Service, is required for SV eligible activities when there is a likelihood of the presence of resources of concern and the proposed work has the potential to affect these resources. Federal agencies should follow their own procedures for complying with the above requirements and shall provide USACE with the appropriate documentation to demonstrate compliance with those requirements for both SV and PCN review.

c. How to Obtain Self-Verification Verification: Prospective permittees must:

(1) Confirm that the activity meets all the applicable SV eligibility criteria, terms and conditions stated in 2(b) above;

(2) Notify the CT SHPO and the State of Connecticut federally recognized Indian tribes and/or Tribal Historic Preservation Officers (THPOs) listed in Appendix D and GC 11 for submission requirements;

(3) Obtain an Official Species List of federally threatened and endangered species that may occur in the activity's action area (see GC 12); and

(4) Submit the SVNF and its required accompanying materials (see Appendix E) to USACE and CT DEEP at least two-weeks prior to start of project construction. Digital submittals by email (preferred), CD/DVD or USB flash drive are strongly encouraged. Please communicate with USACE staff if you are unable to provide a digital copy as allowances will be made. See

<https://www.nae.usace.army.mil/Missions/Regulatory/Submitting-Electronic-Correspondence> for information about our electronic submittal process.

Email: cenae-r-ct@usace.army.mil

Mail: Regulatory Division - Branch B, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751

Email: DEEP.LWRDRegulatory@ct.gov

Mail: State of Connecticut, Department of Energy & Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127

(5) If the activity is eligible for SV, you will receive a written verification from USACE. If it is determined that the work is not eligible for SV, you will be notified within 14-days of receipt of the SVNF.

3. PCN Review Category

a. Notification: For activities that are not eligible for SV or when it is stated that a PCN is required, an application to, and written verification from, USACE is required. No work requiring a PCN may proceed until written verification from USACE has been received.

b. Eligibility Criteria: Activities in Connecticut and tribal lands that meet the following criteria may be eligible for authorization under these GPs:

- Are subject to USACE jurisdiction (see Appendix B, GC 2);
- Meet the criteria of PCN in Appendix A – General Permits;
- Meet the requirements of the applicable GCs in Appendix B;
- Meet all other applicable terms and conditions of these GPs;
- Result in no more than minimal impacts to the aquatic environment, as determined by USACE in conjunction with the interagency review team which consists of Federal and State resource agencies. In some instances, this may require project modifications involving avoidance, minimization, and/or compensatory mitigation for unavoidable impacts to ensure the net effects of a project are minimal; and
- Receive written concurrence of eligibility with the 2021 GP WQC from CT DEEP before start of work.

c. Applying for authorization through the PCN process: Applicants must submit a PCN to USACE. See Section 3 for a full list of PCN requirements. Digital submittals by email (preferred), CD/DVD or USB flash drive are strongly encouraged. Please communicate with USACE staff if you are unable to provide a digital copy as allowances will be made. See <https://www.nae.usace.army.mil/Missions/Regulatory/Submitting-Electronic-Correspondence> for information about our electronic submittal process. USACE staff will notify you if a paper copy or large-scale drawings are required for the evaluation.

Email: cenae-r-ct@usace.army.mil

Mail: Regulatory Division - Branch B, U.S. Army Corps of Engineers, New England District, 696 Virginia Road, Concord, MA 01742-2751

Email: DEEP.LWRDRegulatory@ct.gov

Mail: State of Connecticut, Department of Energy & Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127

In addition to submitting a PCN to USACE, applicants must concurrently submit an LWRD Transmittal Form and Application Form L to CT DEEP, which can be found at: [Land and Water Resource Division LWRD Applications \(ct.gov\)](https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit) or <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit>. Follow the application submission instructions on these forms.

Email: DEEP.LWRDRegulatory@ct.gov

Mail: State of Connecticut, Department of Energy & Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127

4. Emergency Procedures: Written authorization under these emergency procedures is required. Contact USACE immediately in the event of an emergency to obtain information on the verification process and coordination requirements. USACE regulation at 33 CFR 325.2(e)(4) states that an “emergency” is a situation which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures.” Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise, an Individual Permit shall be required. Upon notification, USACE will determine if a project qualifies for emergency procedures under the GPs and whether work may proceed prior to submittal of an application. Where an application is required, USACE staff will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

5. Individual Permit Procedures: Work that is NOT eligible for authorization under the GPs as defined in Appendix A – General Permits and applicable GCs, or that does not meet the applicable terms and conditions of the GPs, will require review under USACE Individual Permit procedures (see 33 CFR 325.1). Applicants shall submit the appropriate application materials to USACE. General information and the application form can be obtained at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/ObtainPermit.aspx>.

Water Quality Certification for Individual Permits: Section 401(a)(1) of the CWA (33 USC 1341) requires that applicants proposing to discharge dredged or fill material into waters of the U.S. obtain a WQC or waiver from the certifying state water pollution control agency, which is CT DEEP in Connecticut or the EPA on Indian reservation lands. If the proposed work includes a discharge of fill or dredged material in waters of the U.S. and will require an Individual WQC from the CT DEEP, an applicant must submit a certification pre-filing meeting request to that agency at least 30-days prior to submitting the 401 WQC certification request. The CT DEEP is not obligated to respond to the pre-filing meeting request or to grant the meeting, but the agency may choose to grant one where early joint interagency and applicant coordination has the opportunity to promote efficiency in the Section 401 decision making process. A 401 WQC certification request must be submitted simultaneously to the certifying pollution control agency (CT DEEP or EPA) and USACE. Information pertaining to the Federal regulation is available at <https://www.epa.gov/CWA-401> and state-specific information can be found at the CTDEEP website <http://www.ct.gov/deep/cwp/view.asp?a=2709&q=324168&depNavGID=1643>. These links are also available at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit>.

SECTION 2

REVIEW CATEGORIES & APPLICATION PROCEDURES FOR ACTIVITIES WITHIN TIDAL, COASTAL AND NAVIGABLE WATERS AND WETLANDS WITHIN THE STATE OF CONNECTICUT

I. JURISDICTION AND ACTIVITIES COVERED

1. CT DEEP

a. Jurisdiction: In the tidal, coastal, *or* navigable waters of Connecticut waterward of the coastal jurisdiction line (CJL), CT DEEP regulates dredging; the erection of structures; the placement of fill; and work incidental thereto pursuant to Connecticut General Statutes (CGS) Section 22a-359. Activities within tidal wetlands are regulated pursuant to CGS Section 22a-32. Your activity may be regulated by both CGS Sections 221-359 and 22a-32.

One of the following regulatory limits will apply to the activity:

- CJL: For activities not within tidal wetlands, the CJL is the upland limit of state regulatory jurisdiction, CGS Section 22a-359(c).
- Mean High Water Mark (MHW): For projects located upstream of a tide gate, dam, or weir, use MHW. The use of MHW would not apply to areas where a culvert, pipe, or narrow channel is causing a restriction as the purpose and function of such devices are not to modify the flow of tidal water (their purpose is to convey water).
- Tidal Wetland Boundary: Use the tidal wetland boundary if tidal wetland vegetation is located landward of CJL or MHW. The upland limit of tidal wetlands is one foot above local extreme high water, CGS Section 22a-29(2). Local extreme high water is defined in Section 22a-30-2(h) of the Tidal Wetlands Regulations as the elevation of the one-year frequency tidal flood at a particular location as shown on the most recently adopted U.S. Army Corps of Engineers tidal flood profile (<https://www.nae.usace.army.mil/Portals/74/docs/regulatory/Forms/TidalFloodProfiles.pdf>).

b. Authorizations:

Water Quality Certification (WQC): Section 401(a)(1) of the Clean Water Act (33 USC Sec. 1341) requires that applicants obtain a WQC or waiver from the state water pollution control agency (CT DEEP) or EPA for Indian reservation lands to discharge dredged or fill material into waters of the U.S.

Coastal Zone Management (CZM) Consistency: Concurrence under Section 307 of the Federal CZM Act of 1972, as amended. Section 307(c) of the CZM of 1972, as amended, requires applicants to obtain a certification or waiver from CT DEEP, Land and Water Resources Division that the activity complies with the state's CZM program for activities affecting a state's Coastal Area.

Projects involving dredging/excavation and associated disposal within the Byram River must

also coordinate with NY Department of State (NYDOS) directly to obtain a certification or waiver that the activity complies with NYDOS' CZM program. Also, all projects with disposal within any of the Long Island Sound disposal sites require NY DOS CZM consistency. See <https://dos.ny.gov/coastal-consistency-review-for-additional-information>.

2. USACE

a. Jurisdiction:

- Work and structures that are located in, under or over any navigable water of the U.S. (defined at 33 CFR 329) that affect the course, location, condition, or capacity of such waters; or the excavating from or depositing material in navigable waters, the Connecticut River has been determined to be a navigable water of the United States. (Regulated by USACE under Section 10 of the Rivers and Harbors Act of 1899).
- The discharge of dredged or fill material into waters of the U.S. (defined at 33 CFR 328), which is regulated by USACE under Section 404 of the CWA
- The transportation of dredged material for the purpose of disposal in the ocean. The USACE regulates these activities under Section 103 of the Marine Protection, Research and Sanctuaries Act. See 33 CFR 324.
- Use or alteration of a Civil Works project by another party is subject to approval by USACE under Section 408 of the Rivers and Harbors Act of 1899 after determining that the alteration proposed will not be injurious to the public interest and will not impact the usefulness of the Civil Works project.

b. Authorizations:

1. Self-Verification (SV): Applicants should submit a copy of their state permit application package directly to USACE and not submit Appendix E of the CT GPs to USACE unless specifically required (see GP 12). CT DEEP, Land and Water Resources Division, will forward copies of their approvals to USACE. If USACE determines that a project meets SV, USACE will forward verification of eligibility to the applicant.

SV Eligibility Criteria

Activities in Connecticut and lands located within the boundaries of an Indian reservation may proceed without application or notification to the Corps if they:

- are subject to Corps jurisdiction
- meet the definition of Self-Verification in Appendix A - General Permits, and
- meet the Appendix B -General Conditions of the GPs

Note: Activities subject to Corps jurisdiction that are NOT regulated by the CT DEEP will be subject to the Pre-Construction Notification (PCN) screening requirements of the GPs as noted below.

Project proponents seeking eligibility under the SV category must comply with the General Conditions of the GPs and other federal laws such as the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA) and the Wild and Scenic Rivers Act (WSRA).

Therefore, consultation with the Corps and/or outside experts such as the State Historic Preservation Office and any appropriate Indian tribes is recommended when there is a likelihood of the presence of resources of concern.

2. Regional General Permit Pre-Construction Notification (PCN) (notification/application and written authorization required)

Projects not eligible under the SV category of the GPs may be reviewed under PCN category, provided they meet the criteria.

PCN Eligibility Criteria

Activities in Connecticut and lands located within the boundaries of an Indian reservation that meet the following criteria require written approval from the Corps:

- are subject to Corps jurisdiction,
- meet the definition of PCN in this Section and meets the criteria in Appendix A - General Permit Activities
- meet the Appendix B - General Conditions of the GPs

3. PCN process for each of the following CT DEEP approvals:

a. CT DEEP, Land and Water Resources Division regulated activities

Structures and Dredging Permit Applications: Applicants/agents shall submit to the Corps, a copy of the LWRD License Application Pre-Submission Consultation Form – U. S. Army Corps of Engineers along with project plans. The Corps will then coordinate this information with the interagency review team (see 4. Review Procedures on the next page) and then return the form to applicants/agents for their submission to DEEP. This form can be found at:

https://portal.ct.gov/-/media/DEEP/Permits_and_Licenses/Land_Use_Permits/LWRD/consultUSACEpdf.pdf

Certificates of Permission (COPs), General Permits (GPs) and Modifications:

Applicants/agents shall submit to the Corps copies of application packages and approvals. If a project is determined to meet any of the PCN activities and is complete, the Corps will coordinate these projects with the interagency review team. If the Corps determines that an Individual permit or additional information is required, the Corps will coordinate directly with the applicant/agent.

For a full list of PCN requirements, see Section 3.

NOTE: For projects which involve dredging and open water disposal - Applicants/agents must submit requests for sampling plans to CT DEEP and the Corps simultaneously, along with other required information specific to dredging/open water disposal, a detailed open water disposal site alternative analysis, and a completed New York State, Department of State (NYS DOS) Federal Consistency Assessment Form found at

https://dos.ny.gov/system/files/documents/2020/09/fcaf_fillable.pdf.

The information needed to develop a sampling and analysis plan can be found at:

https://www.nae.usace.army.mil/Portals/74/docs/regulatory/Forms/NAE_SAP_Checklist.pdf?ver=YjOLbfZYTtYHnt3Vc9QJpyg%3d%3d

Please see our website at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit/> for more information.

Please also note for dredging projects, CT DEEP requires a completed Pre-Submission Consultation form, LWRD Application Pre-Submission Consultation Form, found at: https://portal.ct.gov/-/media/DEEP/Permits_and_Licenses/Land_Use_Permits/LWRD/consultdredgingpdf.pdf to be submitted with any license application to DEEP. For further guidance on the CT DEEP consultation process please refer to the following document, “Reference for Coastal/Tidal Dredging” found at: https://portal.ct.gov/-/media/DEEP/Permits_and_Licenses/Land_Use_Permits/LWRD/referencedredgingpdf.pdf

b. Aquaculture activities regulated by the Connecticut Department of Agriculture

This refers to marine and land-based aquaculture activities, including associated structures regulated by the Department of Agriculture, Bureau of Aquaculture (DA/BA), Connecticut General Statutes Section 22-11h.

Applicants should apply directly to the DA/BA using the Joint Application for Aquaculture form found at: http://www.nae.usace.army.mil/reg/Permits/CT_AquacultureApplication.pdf. The DA/BA will forward a copy of the aquaculture application package to the Corps, CT DEEP’s Boating Division, Marine Fisheries Division, and CT DEEP, Inland Water Resources Division (IWRD) for activities impacting inland waters.

These application packages for marine-based activities will be screened by the Corps, the Federal resource agencies, and the CT DEEP with input from CT DEEP Boating and Marine Fisheries Divisions. Screening will also initiate review of the application by CT DEEP for Coastal Zone Management consistency concurrence. CT DEEP will make a determination on the completeness of the application for CZM consistency review and/or the eligibility of the activity for state aquaculture permit exemption within 30 days from the date of the screening meeting.

4. Review Procedures:

The Corps will coordinate review of all PCN activities with federal and state agencies as necessary. To be eligible and subsequently authorized, an activity must meet the eligibility criteria listed above and result in no more than minimal impacts to the aquatic environment as determined by the Corps. This may require project modifications involving avoidance, minimization, and/or compensatory mitigation for unavoidable impacts to ensure the net effects of a project are minimal. Applicants are responsible for applying for the appropriate state and local approvals. Authorizations under these GPs are not valid until all required CT DEEP authorizations are granted.

Emergency Procedures: “Written approval to proceed” under these emergency procedures is required. Contact the Corps immediately in the event of an emergency to obtain information

on the verification process and coordination requirements. Corps regulation at 33 CFR 325.2 (e) (4) states that an “emergency” is a situation which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures.” Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise, an Individual Permit shall be required. Upon notification the Corps will determine if a project qualifies for emergency procedures under the GPs and whether work may proceed prior to submittal of an application. Where an application is required, Corps staff will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

Individual/Standard Permit Procedures: Work that is not eligible under PCN activities as described therein or that does not meet the terms and general conditions of the GPs, will require the submission of an application to the Corps for an Individual Permit (see 33 CFR Part 325.1). The applicant should submit all the appropriate application materials, including the Corps ENG 4345 application form. General information and application can be obtained at our website at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/ObtainPermit.aspx> or by calling us. Individual WQC and CZM consistency concurrence are required, when applicable, from the State of Connecticut before Corps issuance of an individual permit. Individual Water Quality Certification must be obtained from EPA for activities on lands located within the boundaries of an Indian reservation. The Corps encourages applicants to concurrently apply for a Corps Individual Permit and state permits.

Water Quality Certification for Individual Permits: Section 401(a)(1) of the Clean Water Act (33 USC Sec. 1341) requires that applicants proposing to discharge dredged or fill material into waters of the U.S. obtain a WQC or waiver from the certifying state water pollution control agency, which is the (CT DEEP) or the EPA on Indian reservation lands. If the proposed work includes a discharge of fill or dredged material in waters of the U.S. and will require an Individual WQC from CT DEEP, an applicant must submit a certification pre-filing meeting request to that agency at least 30-days prior to submitting the 401 WQC certification request. CT DEEP is not obligated to respond to the pre-filing meeting request or to grant the meeting, but the agency may choose to grant one where early joint interagency and applicant coordination can promote efficiency in the Section 401 decision making process. A 401 WQC certification request must be submitted simultaneously to the 401 certifying pollution control agency (CT DEEP) and the Corps. Information pertaining to the federal regulation is available at <https://www.epa.gov/CWA-401> and state-specific information can be found at the CTDEEP web site at http://www.ct.gov/deep/cwp/view.asp?a=2709&q=324168&depNav_GID=1643.

SECTION 3

CONTENT OF PRECONSTRUCTION NOTIFICATION

I. INFORMATION REQUIRED FOR ALL PROJECTS

- The USACE application form ([ENG Form 4345](#)) is required for all inland activities. The form can be obtained electronically at www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit. The CT DEEP LWRD Structures, Dredging & Fill or Certificate of Permission applications can be substituted for the USACE application form for activities in coastal waters provided it includes all the information required below. Submit a copy of the CT DEEP application directly to USACE.
- All anticipated direct, indirect, and secondary impacts, both permanent and temporary, to waters of the U.S. (in wetlands, and waterward of OHW in inland waters and the HTL in coastal waters) in square feet, acres, or linear feet (for stream and bank impacts), and cubic yards or other appropriate units of measure. The USACE New England District's Compensatory Mitigation Standard Operating Procedures document is a resource for assessing secondary impacts (<https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation>).
- For any activity that will alter or temporarily or permanently occupy or use a USACE Federally authorized Civil Works project, the PCN must include a statement confirming that the project proponent has submitted a written request for Sec. 408 permission from USACE. See GC 8(c) and (d).
- Information on historic properties (see GC 11), including a copy of the CT SHPO form found at: https://portal.ct.gov/-/media/DECD/Historic-Preservation/01_Programs_Services/Environmental-Review/ProjectNotificationForm_2021.pdf
- Information on Federal threatened or endangered species present at the site including a copy of the USFWS IPAC Official Species List, the NOAA Section 7 Species List (see GC 12) and the email address of the person who generated the list.
- If applicable, a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions (see GC 17).
- Photographs of wetland and/or waterway to be impacted. Photos at low tide are preferred for work in coastal waters.
- Provide any historic information available that you may have for the project area, e.g., existing USACE permit/file numbers, the names under which the permits were obtained if the permit/file numbers are unknown, construction dates and proof of prior existence (aerials, photos, town hall records, affidavits, state, or local permits, etc.) to verify "grandfathering."
- If the project is in the Federal Emergency Management Agency designated floodplain or floodway, state whether the project will adversely affect the hydraulic characteristics of these features or existing floodplain storage capacity (see GC 5).

Information required for dredge activities shall also include:

- Sampling plan requests – submit completed Dredged Material Evaluation checklist found at [Dredged Material Evaluation Checklist, Sampling and Analysis Plan Requirements from Applicant \(army.mil\)](#)
- Whether the work is new, improvement or maintenance dredging and the method of handling/transporting the dredged material.
- Grain-size of material to be dredged (e.g., silty sand). Provide any existing sediment grain size and ~~h~~sediment chemistry data from the proposed project, previous dredging at the site, or from nearby projects.
- Information on any recent spills of oil and/or other hazardous materials and/or nearby outfalls.

Document the information source, e.g., EPA database, the harbormaster or fire chief.

- Total footprint of the dredged area when characterizing impact to resources.
- Provide an alternatives analysis to open-water disposal.

II. Plans for all projects shall include:

- Drawings, sketches, or plans that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), drawn to scale, and no larger than 11"x17". Numeric and graphic/bar scales must agree, and plan details must be measurable using a standard engineer's scale on printed plans. Reduced plans are not acceptable. Show the north arrow and wetland and waterway area impacts. Provide a color locus map and, if necessary, a plan overview of the entire property with a key index to the individual impact sheets.
- Datum in plan and elevation views.
 - The horizontal datum shall be in the NAD 83 Connecticut State Plane Coordinate System (Long Island Sound) in U.S. survey feet.
 - The vertical data in coastal projects shall be referenced to either MLLW or the North American Vertical Datum of 1988 (NAVD 88). Both the distance and depth units shall be U.S. survey feet. See <https://www.nae.usace.army.mil/Portals/74/docs/regulatory/Forms/VerticalDatumLetter.pdf>
- Existing and proposed conditions, and plan views and cross sections for all work.
- Limits and area (SF) of temporary and permanent fill to be placed in any wetlands or waterway, including construction access and work areas, cofferdams, bedding, and backfill. Show delineation of all wetlands including salt marsh; other special aquatic sites (vegetated shallows, mudflats, riffles and pools, coral reefs, and sanctuaries and refuges); other waters, such as lakes, ponds, vernal pools, and perennial, intermittent, and ephemeral streams; on the project site. Use Federal delineation methods and include USACE wetland delineation data sheets (see GC 2) for all wetlands. Vegetated shallow survey guidance is located at <https://www.nae.usace.army.mil/Missions/Regulatory/Jurisdiction-and-Wetlands/>. Maps of vegetated shallows in Connecticut can be obtained online from CT ECO at <https://cteco.uconn.edu/viewer/index.html?viewer=advanced>
- Copies of NRCS Topographic Map (identify the quad name and year) or NOAA Navigation chart (identify chart number) if in coastal waters marked to show the project location and/or site boundaries.
- Ebb and flood in tidal waters and direction of flow in non-tidal waters.
- Indicate the relationship of the proposed work site to waters of the U.S., i.e., adjacent wetlands, tidal influence or hydraulic connectivity through culverts, or other conveyances, etc.
- Total plan of development, including the proposed use of dependent upland and wetland areas.
- Names or numbers of all roads in the site's vicinity.
- Name and addresses of adjoining property owners on the plan view.
- For typical pipeline cross-sections, the details of the bedding and backfill to be used in wetlands and waters. Show proposed trench dams and detail for inland projects.
- Adjacent Federal navigation project (FNP) (anchorage or channel) and/or state/local navigation projects, distance to them, the authorized depths of the FNP, and state plane coordinates of the seaward end(s) of structures near an FNP.
- The 100, 500-year and regulatory floodway boundaries as shown on the community's current FEMA National Flood Insurance Program maps, if applicable.
- Include plans for any temporary water handling systems.
- Include appropriate plans for any phase construction sequencing.
- A statement regarding how the project proponent has determined the absence or presence of vegetated shallows, mudflats, or riffles and pools, e.g., personal visual observation, divers, online maps, conversations with local officials, etc. Note: a submerged aquatic vegetation survey may be

required.

- Presence or absence of shellfish beds near the site and how such was determined, e.g., personal visual observation, divers, online maps, conversations with local officials, etc. Note: a shellfish survey may be required.

1. Plans for projects involving structures shall also include:

- The MLLW, MHW and HTL elevations in tidal waters, and OHW in non-tidal navigable waters.
- Water depths around the project in all views.
- Dimensions of the existing and proposed structures. Show the location and dimensions of existing bulkheads and/or shoreline stabilization on adjacent properties and, if applicable, how the proposed work will tie into existing structures.
- For piers and other structures, the minimal height of structures frame above the marsh.
- For floats, the methods of securing them (piles, bottom anchors) and for keeping them off substrate (skids, stops) at low water.
- Any existing structures and moorings in waters adjacent to the proposed activity, their dimensions, and the distance to the limits and coordinates of any proposed mooring field, reconfiguration zone or aquaculture activity. Provide the coordinates for all corners based on the Connecticut State Plane Coordinate System. Specify the maximum number of slips and/or moorings within proposed reconfiguration zones. If no structures exist or are proposed, state this on the project plans.
- The dimensions of the structure or work and extent of encroachment waterward of MHW and from a fixed point on the shoreline or upland.
- Shoreline of adjacent properties and property boundary offset for structures.
- In narrow waterbodies, the distance to opposite shoreline, waterway width, and structures across from proposed work.
- For reconfiguration zones, the coordinates of the corners and specify the maximum number of slips and/or moorings within the zone.
- A description of the type of vessels that would use the facility, and any plans for sewage pump-out facilities, fueling facilities and contingency plans for oil spills.

2. Plans for projects involving fill shall also include:

- All locations of discharges of dredged or fill material waterward of the HTL or OHW.
- Describe historic permanent fill previously authorized by USACE, if known, and the date of authorization.
- The MLLW, MHW and HTL elevations in tidal waters, and OHW elevation in lakes and non-tidal streams.
- Structures, if any, proposed to be erected on the fill.
- Limits of wetlands (label: wetland boundary) and waterways (labels: OHW or HTL) on all views.
- Limits of temporary and permanent fill to be used in any wetland or waterway, including construction access and work areas, cofferdams, bedding, and backfill.
- Provide a description of the federal wetlands and aquatic habitats at the site and provide a map of their locations within the project area. Provide an assessment of the impacts expected from the project on the wetlands and aquatic resource functions. For wetlands include the Corps of Engineers Wetland Determination Data Form – Northcentral and Northeast Region consistent with the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region and include the federal wetland boundary keyed to paired transect plots on the project's existing condition plan(s). See

<https://www.nae.usace.army.mil/Missions/Regulatory/Jurisdiction-and-Wetlands/Wetland-Delineation-Manual> for more information.

- Description (length, width, flow character, water quality and streambed condition) of any streams at the project site
- Area (SF) of each fill that is waterward of the OHW in non-tidal waters, waterward of the HTL in tidal waters, and in wetlands. State if the fill is permanent or temporary.
- Disposal site of the excess excavated material. If necessary, submit an additional sheet showing the location of the proposed disposal site. Provide quantity of excess excavated material.
- Existing and proposed ground or waterway contours or spot elevations on all views.
- A statement describing how impacts to waters of the U.S. are to be avoided and minimized. For the remaining impacts, include a statement describing how aquatic resource function is being replaced through compensatory mitigation or explain why compensatory mitigation should not be required for the proposed impacts. Mitigation areas clearly identifying each area and showing the boundaries and SF of each area.
- Summary of any proposed mitigation (see <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/> for the USACE 2020 Compensatory Mitigation Standard Operating Procedures).
- Total plan of development, including the proposed use of dependent upland and wetland areas.
- The CT DEEP Inland Water Resource Impact Table, Attachment 16 at https://portal.ct.gov/-/media/DEEP/Permits_and_Licenses/Land_Use_Permits/LWRD/waterresourceimpactpdf.pdf, if required by CT DEEP.

Completed CT SHPO Project Notification Form with verification of transmittal to the CT SHPO. The form is available on the CT SHPO website under Historic Preservation – Environmental Review or at https://portal.ct.gov/-/media/DECD/Historic-Preservation/01_Programs_Services/Environmental-Review/ProjectNotificationForm_2021.pdf

3. Plans for activities involving dredging shall also include:

- The area (SF) and volume (CY) of material to be dredged waterward of MHW for each dredge location.
- Dredge boundaries, including side slopes.
- Bathymetry for existing, proposed, and historical (include dates and USACE permits) dredge depths
- The likely final angle of repose of the side cuts based on the physical characterization of the material to be dredged and based upon the high/ medium/low, wave or current energy of the location.
- Whether the dredging is new, maintenance, improvement, or a combination.
- A description of the area to be dredged, i.e., open water, existing channel, wetlands, uplands, etc.
- Location of the disposal site (include location sheet).
- The methods and areas used to retain or prevent dredged material from running back into the wetland or waterway. Provide the capacity of the storage area and points of runback, including the overflow route, into the aquatic system.
- For beach nourishment, identify the disposal footprint, existing and proposed nourishment profiles (multiple profiles are appropriate if the site is more than 150 feet long or non-contiguous), total fill area (SF) and volume (CY), fill area and volume waterward of the HTL, and delineation of dunes, banks, existing beach vegetation, and contours. Also identify the substrate type (fine sand, sand, cobble, boulder) and/or grain-size of existing material.
- Show the finished top elevation of the disposal site.
- For open-water disposal, explain why inland or beneficial reuse sites are not practicable.
- Identification and description of any potential impacts to Essential Fish Habitat and threatened or endangered species.

Note: For projects proposing open water, nearshore disposal, or beach nourishment, contact USACE as early as possible for sampling and testing protocols. Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing may be required. Sampling and testing of sediments without such contact should not occur and if done, will be at the applicant's risk. The information needed to develop a sampling and analysis plan can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/Dredged-Material-Program/>.

II. Information that may also be required:

- ☐ Purpose and need for the proposed activity.
- ☐ Alternatives analysis.
- ☐ Schedule of construction activity.
- ☐ Location and dimensions of adjacent structures.
- ☐ Prospective permittees may be required to describe and identify potential adverse effects of the project on Essential Fish Habitat (refer to the NOAA Fisheries' EFH Mapper found at www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper).
- ☐ Identification of potential discharges of pollutants to waters, including potential impacts to impaired waters, in the project area.
- ☐ Whether work will occur behind a temporary cofferdam or whether silt curtains will be deployed during project construction.
- ☐ Number and type (drill barge, work boat, tugboat, etc.) of temporary work vessels to be used.
- ☐ Number of permanent recreational vessels associated with a coastal structure.
- ☐ Number, size (diameter) and type (timber, steel, cement, combination, other) of pilings associated with a project in tidal waters and installation method (vibratory hammer, impact hammer, combination) for such pilings.
- ☐ Description of how the project will maintain aquatic organism passage during and after construction.
- ☐ An Invasive Species Control Plan (see GC 27). For sample control plans, see www.nae.usace.army.mil/missions/regulatory/invasive-species.
- ☐ Wetlands functions and values assessment (see [Highway Methodology Workbook Supplement](#))

APPENDIX A - GENERAL PERMITS FOR THE STATE OF CONNECTICUT & TRIBAL LANDS

All Self-Verification and Pre-Construction Notification activities must comply with all applicable terms, general conditions, and any additional eligibility requirements below.

“**INLAND**” as written in this appendix refers to non-tidal and non-navigable waters and wetlands, which are defined as waters that are regulated under Section 404 of the CWA, including rivers, streams, lakes, ponds, and wetlands. These resource areas exclude Section 10 Navigable Waters of the U.S, which are defined in Appendix F. The jurisdictional boundaries are the ordinary high water mark (OHW) in the absence of adjacent wetlands; beyond OHW to the limit of adjacent wetlands when adjacent wetlands are present; and the wetland limit when only wetlands are present.

“**COASTAL**” as written in this appendix refers to tidal, coastal & navigable waters of the U.S. These waters, subject to Section 10 of the Rivers and Harbors Act of 1899, are those waters subject to the ebb and flow of the tide in addition to the non-tidal portions of the Connecticut River from Long Island Sound to the Massachusetts state border. The jurisdictional limits are the mean high water mark (MHW) in tidal waters and OHW in non-tidal portions of the federally-designated navigable rivers. For the purposes of these GPs, fill placed in the area between MHW and the high tide line (HTL), in the bordering and contiguous wetlands to tidal waters, are also reviewed in the “coastal” sections below. Work in these waters that includes a discharge of dredged or fill material is regulated under Section 404 of the CWA seaward of HTL.

GP Activity #	Category of Activity
GP 1	Aids to navigation & temporary recreational structures (<i>Coastal only</i>)
GP 2	Repair or maintenance of existing currently serviceable, authorized, or grandfathered structures & fills and removal of structures (<i>Coastal and Inland</i>)
GP 3	Moorings (<i>Coastal only</i>)
GP 4	Pile-supported structures & floats, including boat lifts/hoists & other miscellaneous structures & work (<i>Coastal only</i>)
GP 5	Boat ramps and marine railways (<i>Coastal and Inland</i>)
GP 6	Utilities including lines, outfall and intake structures and appurtenant features (<i>Coastal and Inland</i>)
GP 7	Dredging, transport & disposal of dredged material, beach nourishment & rock removal and rock relocation (<i>Coastal only</i>)
GP 8	Discharges of dredged or fill material incidental to the construction of bridges (<i>Coastal only</i>)
GP 9	New shoreline and bank stabilization projects and Living Shorelines (<i>Coastal and Inland</i>)
GP 10	Aquatic habitat restoration, establishment, and enhancement activities (<i>Coastal and Inland</i>)
GP 11	Fish and wildlife harvesting activities (<i>Coastal and Inland</i>)
GP 12	Oil spill and hazardous material response operations (<i>Coastal and Inland</i>)
GP 13	Cleanup of hazardous and toxic waste and removal of contaminated soil (<i>Coastal and Inland</i>)
GP 14	Scientific measurement and monitoring devices (<i>Coastal and Inland</i>)
GP 15	Survey and exploratory survey activities (<i>Coastal and Inland</i>)
GP 16	Aquaculture & Mariculture Activities (<i>Coastal only</i>)
GP 17	New and expansion of recreational, residential, institutional, and commercial developments (<i>Inland only</i>)
GP 18	Wetland crossings for linear transportation projects (<i>Inland only</i>)
GP 19	Stream river and brook crossings (not including wetland crossings) (<i>Coastal and Inland</i>)
GP 20	Energy generation and renewable energy facilities and hydropower projects (<i>Coastal and Inland</i>)
GP 21	Temporary fill not associated with a regulated General Permit activity (<i>Inland only</i>)
GP 22	Modification and Improvement of Existing Minor drainage features and Mosquito Control (<i>Coastal only</i>)
GP 23	Agricultural Activities (<i>Inland only</i>)

GP 1. AIDSTO NAVIGATION & TEMPORARY RECREATIONAL STRUCTURES (Section 10: navigable waters of the U.S.)

The placement of aids to navigation and regulatory markers that are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66) and/or requirements of the CT DEEP Boating Division (see Connecticut General Statutes Section 15-121 and the corresponding Regulations of Connecticut State Agencies). The installation of temporary buoys, markers, floats, or similar structures solely for recreational use or short-term events such as water-skiing competitions, fireworks display or seasonal swim floats.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 1(A) INLAND	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.
GP 1(B) COASTAL A Self-Verification Notification Form (SVNF) is not required.	<u>Not eligible for SV:</u> <ul style="list-style-type: none">• Aids to Navigation/temporary structures in submerged aquatic vegetation (SAV).• Aids to Navigation/temporary structures in USACE Federal navigation projects (FNPs). FNPs are comprised of Federal channels, anchorages and turning basins. Please click on the link below for more information: http://www.nae.usace.army.mil/Missions/Navigation/Connecticut-Projects/ on the limits of these Federal projects.• Temporary structures in place longer than one season and/or not removed within 30 days after use is discontinued. <u>Eligible for SV:</u> <ul style="list-style-type: none">• Aids to navigation and regulatory markers (both permanent and temporary) approved by the U.S. Coast Guard (USCG) and/or State of Connecticut Boating Division that are not located within FNPs.• Temporary buoys, markers, floats, etc. for recreational use during specific seasonal or short-term events, provided they are not located within USACE FNPs, are in place no longer than the defined seasonal timeframe and are removed within 30 days after use is discontinued.	<u>Eligible for PCN (includes work not eligible for SV):</u> <ul style="list-style-type: none">• Aids to Navigation/temporary structures in SAV.• Aids to Navigation/temporary structures in FNPs. FNPs are comprised of Federal channels, anchorages and turning basins.• Temporary structures in place longer than one season and/or not removed within 30 days after use is discontinued.

GP 2. REPAIR OR MAINTENANCE OF EXISTING CURRENTLY SERVICEABLE, AUTHORIZED OR GRANDFATHERED STRUCTURES & FILLS, REMOVAL OF STRUCTURES (Section 10 & 404; tidal and non-tidal waters of the U.S.)

Repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction technique requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Includes removal of structures and fill and accumulated sediment/debris. Stream, river, brook, or other watercourse crossings are not eligible under GP 2 (see GP 19). Maintenance dredging, beach nourishment or beach restoration are not eligible under GP 2 (see GP 7).

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 2(A) INLAND</p> <p>An SVNf is required.</p> <p>Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent fill >1,000 SF. • Temporary fill >5,000 SF. • Additional riprap beyond the existing, previously authorized footprint. • Unconfined fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps). • Fill in riffle and pool complexes and non-tidal vegetated shallows with <i>Vallisneria americana</i> (also known as water celery, American eelgrass or tapegrass), or a vernal pool depression that is located within waters of the U.S. • Unconfined work in streams with diadromous fish occurring between April 1 and June 30. (see Appendix H) <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent fill ≤1,000 SF. • Temporary fill ≤5,000 SF. • Replacement of existing riprap is permitted if it does not extend beyond the previously authorized footprint or that which is required to key in the toe. • Drawdown of impoundment for dam/levee repair provided it does not exceed 18 months and one growing season (April through September). • Stream channel modification is limited ONLY to the minimum necessary to complete repair, rehabilitation, or replacement of the serviceable structure or fill. • Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary discharges, such as sandbag cofferdams, access fills, etc. are necessary for construction activities or dewatering of construction sites. • Temporary fill must consist of materials that minimize impacts to water quality and be placed in a manner, that will not be eroded by expected high flows. Upon completion of work all temporary fill must be removed in their entirety and the affected area(s) returned to pre-construction elevation, condition, and re-vegetated as appropriate. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent fill > 5,000 SF. • New permanent discharges of fill for modification of existing culverts in streams that will adversely affect the hydraulic characteristics of a waterway or a FEMA designated floodplain. • New riprap fill that exceeds the minimum necessary to protect the existing fill/structure. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent fill ≤ 5,000 SF. • Temporary fill ≤ 10,000 SF (except for construction mats). • Additional riprap beyond the existing, previously authorized footprint • Removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap, minimum necessary to protect the structure. • The removal of an accumulated sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built but cannot extend farther than 200 feet in any direction from the structure. Excavated materials must be deposited and retained in an area that has no waters of the U.S. <p>Note: Any bank stabilization measures not directly associated with the existing structure requires a separate authorization under GP 9.</p>

<p>GP 2(B) COASTAL Repair or Maintenance of Existing Currently Serviceable, Authorized or Grandfathered Structures & Fills, Removal of Structures</p> <p>An SVNF is not required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • New fill (temporary or permanent) • Impacts (structures or work) in special aquatic sites (SAS)* – also refer to 40 CFR 230.3 and Subpart E and definitions herein. • Unconfined fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC 12 for a hyperlink to the NOAA ESA maps). <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Bulkhead replacement via installation of new bulkhead within 18” of existing bulkhead & associated backfill. • Work to previously authorized and currently serviceable tide gates with a USACE-approved operation and maintenance plan and structural repair (no fill) for tide gates that will not change the hydraulic regime (e.g., modify existing flow, periodicity, or circulation of waters), solely convey stormwater and/or that convey authorized National Pollution Discharge Elimination System discharges. • Repair, rehabilitation, or replacement of any previously authorized or grandfathered, currently serviceable structures. <p>* SAS includes mud flats, saltmarsh, vegetated shallows (submerged aquatic vegetation), sanctuaries and refuges, coral reefs, and riffle and pool complexes.</p>	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • New fill (temporary or permanent) > 5,000 SF in waters and wetlands • Impacts (structures or work) > 1,000 SF in tidal SAS (other than vegetated shallows), and shellfish beds. • Impacts (structures or work) and fill > 100 SF in tidal vegetated shallows (e.g., eelgrass & widgeon/turtlegrass). <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Fill and impacts (structures or work) ≤ 5,000 SF in waters and wetlands • Removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) • Removal of bridge structures subject to USCG jurisdiction are covered under GP 8, provided the USCG issues a bridge permit. • Any bank stabilization measures not directly associated with the structure requires a separate authorization under GP 9. • The removal of accumulated sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built but cannot extend farther than 200 feet in any direction from the structure. Excavated materials must be deposited and retained in an area that has no waters of the U.S. <p>Note: Grandfather dates include work performed and structures installed before 1968 and fill placed before 1975 for USACE purposes only.</p>
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GP 3. MOORINGS (Section 10: navigable waters of the U.S.)

New private, non-commercial, non-rental, single-boat moorings & temporary moorings including moorings to facilitate construction or dredging; minor relocation of previously authorized moorings and mooring field expansions, boundary reconfigurations or modifications of previously authorized mooring fields and maintenance and replacement of moorings.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 3(A) INLAND	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.
GP 3(B) COASTAL An SVN is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• New moorings located in FNPs, including anchorages• New moorings located in tidal SAV• New moorings within 1000 SF of SAS (except tidal SAV)• New moorings located in shellfish beds. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• Private, non-commercial, non-rental, single-boat moorings as well as temporary moorings needed to facilitate construction or dredging.• Minor relocation of previously authorized moorings provided no impact to SAS or shellfish beds.• Must receive local harbor master or municipal commission authorization.• Replacement of existing moorings within SAS (e.g., eelgrass) with low impact mooring technology that prevents mooring chains from resting or dragging on the bottom substrate at all tides, helical anchors, or equivalent SAS protection systems.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Moorings in Federal Navigation Channels <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• New moorings, including expansion of existing mooring fields, that are associated with an existing or proposed boating facility*.• Private moorings without harbor master or local approval.• Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits of a Federal Anchorage. The buffer zone is equal to 3 times the authorized depth of that channel.• New individual moorings in SAS, including eelgrass. Locating moorings in SAS should be avoided to the maximum extent practicable. If SAS cannot be avoided, plans should show elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides, helical anchors, or equivalent SAS protection systems, where practicable. <u>USACE may require an eelgrass survey to document presence or absence of SAS to determine the appropriate type and amount of compensatory mitigation for impact to SAS.</u>• Temporary and permanent impacts to >1000 SF of SAS (except tidal SAV) or intertidal habitats.• Temporary and permanent impacts to: (1) >100 SF of tidal SAV; or (2) ≤100 SF of tidal SAV if compensatory mitigation isn't required. <p>*Boating Facility: Facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dock communities, etc.</p>

GP 4. PILE-SUPPORTED STRUCTURES & FLOATS, INCLUDING BOAT LIFTS/HOISTS & OTHER MISCELLANEOUS STRUCTURES & WORK (Section 10 and 404; navigable waters of the U.S.) New, expansions, reconfigurations, or modifications of structures for navigation access including floats, stairs/pads, and boat/float lifts as well as other miscellaneous structures.		
	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 4(A) INLAND	Not Applicable These activities in inland waters (as defined in Appendix A, Page 2) do not require USACE authorization, unless there is a discharge of dredged or fill material.	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization, unless there is a discharge of dredged or fill material.
GP 4(B) COASTAL An SVN is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • New structures or floats associated with a boating facility.* • Structures located over, or within 25-feet of SAV. • Structures or floats located within the buffer zone (3x the authorized depth of the FNP) of the horizontal limits of FNPs. • Pile-supported structures within Shellfish Concentration Areas as designated by CT DEEP, Coastal Area Management Program by CGS Sec. 22a-90. • Hammered steel piles. • Wooden piles > 12 inches in diameter. • Structures or floats that extend across >25% of the waterway width at mean low water (MLW). <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Private residential piers/floating docks/miscellaneous structures with a length limit not to exceed 40 feet beyond MHW and to a depth of 4 feet MLW and limited to 4 feet in width. • The fixed pier component of the dock located in tidal wetlands shall be constructed such that the lowest horizontal member of the fixed pier is no lower than 5' off the surface of any underlying wetland. • Wooden piles for a single and complete project ≤ 25 piles. • Floats and lifts must be supported at least 18 inches above the intertidal and shallow sub-tidal substrate during all tidal cycles. • Private boat lifts. • Letter of no objection from riparian property owner is required for new structures within 25 feet of riparian property line extensions. • Reconfiguration of existing authorized structures, both private or commercial, provided those structures do not extend beyond the existing footprint** of the facility or extend further waterward of MHW, or encroach into SAS or shellfish beds. • Access stairs. • Temporary structures not in FNPs such as scaffolding to facilitate activities covered by another GP 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent structures in a Federal Navigation Channel or in the buffer zone • New structures associated with an existing boating facility that are located beyond the existing footprint of the facility. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Wave attenuation structures and timber groins. • New structures within an existing boating facility, provided those structures do not extend beyond the existing footprint of the facility. • Structures that are located within 25 feet of riparian property line extensions unless the properties are owned by the same owner. If not, USACE may require a letter of no objection from the abutter(s). • Structures or work in or affecting coastal waters (as defined on Appendix A, Page 1) that are not defined under any other GP activity. <p>* Boating Facility: Facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockminiums, etc. ** Footprint is defined as the limit of structures, such as docks, pilings, piers, or platforms, at an established marina or docking facility.</p>

GP 5. BOAT RAMPS & MARINE RAILWAYS (Sections 10 & 404; tidal and non-tidal waters of the U.S.)

Activities required for the construction of boat ramps & marine railways, including associated excavation & discharges of fill. Dredging in coastal waters of the U.S. is not eligible under GP 5 (see GP 7).

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 5(A) INLAND An SVN is required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• Unconfined fill or excavation discharges in waterways identified as a habitat for Atlantic sturgeon and shortnose sturgeon, including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA)• Fill or excavation discharges in vegetated shallows with <i>Vallisneria americana</i> (also known as water celery, American eelgrass or tapegrass).• Boat ramps located within 25 feet of riparian property line extensions <u>unless</u> the properties are owned by the same owner or a letter of no objection from the abutter is provided. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• Ramp construction with $\leq 5,000$ SF of temporary & permanent impact• Ramps constructed in inland waters that support a nadromous fish (see Appendix H) provided construction occurs during low (at or below the normal water elevation) or no-flow condition and/or behind a cofferdam between July 1 and March 31. The cofferdam shall be constructed of non-erodible materials (steel sheets, aqua barriers, or geotextile liner; earthen cofferdams are not permissible).	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Permanent and temporary fill $> 1/2$ acre. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• Permanent and temporary fill $\leq 1/2$ acre• Boat ramps located within 25 feet of an abutting riparian property line with a letter of no objection from the abutter(s).
GP 5(B) COASTAL Note: If boat ramps are located within 25 feet of a riparian property line and the property is not held by the same owner, USACE may require a letter of no objection from the abutter(s) or require an appropriate buffer if one is needed.	<p>These activities are not eligible for SV</p>	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts $> 1/2$ acre of waters and wetlands.• Permanent and temporary impacts > 1000 SF in tidal SAS, other than vegetated shallows.• Impacts > 100 SF in SAV. <p><u>Eligible for PCN:</u></p> <ul style="list-style-type: none">• Boat ramps and marine railways in coastal waters and/or impacting tidal wetlands.• Boat ramps are located within 25 feet of riparian property line extensions unless the properties are owned by the same owner.• Permanent and temporary impacts $\leq 1/2$ acre of waters and wetlands.• Permanent and temporary impacts ≤ 1000 SF in tidal SAS, other than vegetated shallows.• Impacts ≤ 100 SF in tidal vegetated shallows.

GP 6. UTILITIES INCLUDING LINES, OUTFALL AND INTAKE STRUCTURES AND APPURTENANT FEATURES (Sections 10 & 404; tidal & non-tidal waters of the U.S.): Activities required for: (a) The construction, maintenance, relocation, repair, & removal of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for utility lines; (b) The construction, maintenance or expansion of utility line substation facilities associated with a power/utility line in waters of the U.S.*; and (c) The construction and maintenance of foundations for overhead utility line towers, poles, and anchors provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. This GP authorizes the construction of access roads to facilitate construction of the above activities provided the activity, in combination with all other activities included in one single and complete project, does not cause the permanent loss of greater than 1/2 acre of waters of the U.S. Impacts resulting from mechanized pushing, dragging, temporary side-casting of excavated material or other similar activities that redeposit excavated soil material shall be figured into the area limit determination. Access roads used solely for the construction of the utility project (i.e., not used for maintenance) must be removed upon completion of the work. Utility line activities that are not regulated by USACE, but involve temporary fill within USACE jurisdiction, should be evaluated under GP 21.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 6(A) INLAND An SVNf is required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Outfalls. • New riprap beyond the existing previously authorized footprint. • Fill in riffle and pool complexes and non-tidal vegetated shallows with <i>Vallisneria americana</i> (also known as water celery, American eelgrass or tapegrass) or a vernal pool depression that is located within waters of the U.S. • Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and over-wintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps) • Unconfined work or silt producing activities in streams with diadromous fish between April 1 and June 30. (See Appendix H) <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Cumulative permanent and temporary impacts of $\leq 5,000$ SF of fill for each single and complete project (see GC 5) provided none of the individual single and complete linear project impact areas for the entire project exceed the threshold for the SV ($\leq 5,000$ SF). • Dry streambed installation of utility lines or mains with bypass diversion that conveys a seasonal minimum flow downstream. See also GC 21 for instream flow maintenance and aquatic connectivity requirements. • No permanent change to preconstruction contour or loss of streambed. • Backfill of the trench over the pipe and to the ground surface shall occur with native materials, to the extent practicable for industry standard and may not facilitate wetland or waterway drainage below, or on the ground surface. Trench plugs shall be installed to prevent drainage of waters and wetlands. • Activities may not intentionally or unintentionally impound waters, including wetlands. • Intake structures such as dry hydrants, if located within a stream, intake must be equipped with an appropriately sized mesh screen to prevent entrainment and the intake velocity must not exceed 0.5 foot-per-second to prevent impingement of aquatic organisms. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill $> 1/2$ acre. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill $\leq 1/2$ acre. • Utility activities including excavation and trench backfill with impact to riffle and pools or vegetated shallows. • New outfalls and/or intakes. • New riprap armoring for utility-related structures and scour protection. • Temporary utility access roads for construction (see GPs 18 and 19 for permanent maintenance access roads) • Streambed installation of utility lines or mains via open-cut trench excavation in flowing waters or dam and pump diversion. • Temporary fills necessary to conduct the utility work is allowed, provided the utility line activity is within USACE jurisdiction and the cumulative impact of both permanent and temporary fill for each single and complete project (see GC 6) wetland and/or waterway crossing does not exceed the 1/2 acre "single and complete" project threshold for PCN. • Material resulting from trench excavation may be temporarily side cast into waters of the U.S. for no more than three months, provided the material is properly stabilized and not placed in such a manner that it is dispersed by currents or other forces or alters flow and circulation patterns. • Temporary fill, including fill for construction access roads, must be removed upon completion of work and the area shall be completely restored to pre-construction elevation and condition, and re-vegetated with native species as appropriate.

<p>GP 6A. INLAND (continued)</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<ul style="list-style-type: none"> • Construction occurs during low (at or below the normal water elevation) or no-flow condition between July 1 and March 31 in streams with diadromous fish (see Appendix H) or work conducted behind a cofferdam at any time. The cofferdam shall be constructed of non-erodible materials (steel sheets, aqua barriers, sandbag, or geotextile liner; earthen cofferdams are not permissible). • Material resulting from trench excavation may be temporarily side cast into waters of the U.S. for no more than 30-days, provided the material is properly stabilized and is not placed in such a manner that it is dispersed by currents or other forces or alters flow and circulation patterns. • Temporary fill, including fill for construction access roads, must be removed upon completion of work and the area shall be completely restored to pre-construction elevation and condition, and re-vegetated with native species as appropriate. • Pad/foundations are the minimum size necessary and are configured as a separate footing for each tower leg (rather than a larger single pad). • Impacts in waters or wetlands resulting from mechanized pushing or dragging, and temporary side cast of excavated material from trenches shall be figured into the <5,000 SF “single and complete” project category threshold. 	<ul style="list-style-type: none"> • Pad/foundations are the minimum size necessary and is configured as a separate footing for each tower leg (rather than a larger single pad). • Impacts in waters or wetlands resulting from mechanized pushing or dragging, and temporary side cast of excavated material from trenches shall be figured into the 1/2 acre “single and complete” project category threshold.
<p>GP 6(B) COASTAL Utilities including lines, outfall and intake structures and appurtenant features.</p>	<p>These activities are not eligible for SV.</p>	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill >1/2 acre of waters and wetlands. • Permanent and temporary fill >1000 SF in tidal SAS other than vegetated shallows. • >100 SF in tidal SAV. • New tide gates that are not affiliated with a permitted storm water discharge or authorized National Pollutant Discharge Elimination system. • Work that includes blasting. <p><u>Eligible for PCN:</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill ≤1/2 acre of waters and wetlands. • Permanent and temporary fill ≤1000 SF in tidal SAS other than vegetated shallows. • ≤100 SF in tidal vegetated shallows. • Overhead utility lines constructed over Section 10 waters and submarine utility lines that are routed in or under such waters. • Storm water outfalls. • New intake structures. • Trench excavation, bedding and backfill. • Staging of equipment in wetlands during construction.

GP 7. DREDGING (Section 10; navigable waters of the U.S.), **TRANSPORT & DISPOSAL OF DREDGED MATERIAL** (Sections 10, 404 & 103; tidal waters of the U.S.), **BEACH NOURISHMENT** (Sections 10 & 404; tidal waters of the U.S.); **ROCK REMOVAL** (Section 10, navigable waters of the U.S.) & **ROCK RELOCATION** (Sections 10 & 404; tidal waters of the U.S.) New, improvement* and maintenance** dredging, including: (a) Disposal of dredged material at a confined aquatic disposal, beach nourishment, near shore, designated open water or ocean water disposal site, provided USACE finds the dredged material to be suitable for such disposal; (b) Beach nourishment not associated with dredging; (c) Beach grading or raking and (d) Rock removal and relocation for navigation.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 7(A) INLAND	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.	Not Applicable These activities in inland waters (as defined in Appendix A, Page 1) do not require USACE authorization.
GP 7(B) COASTAL An SVNF is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Maintenance dredging with >100 SF of impacts to tidal SAV or with >1000 SF of impacts to tidal SAS (except tidal SAV), intertidal habitats, natural rocky habitats, or shellfish areas. • Work in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC 12 for a hyperlink to the NOAA ESA maps and waterway descriptions). • Beach nourishment and beach grading. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Maintenance dredging (any yardage amount) with contained upland disposal provided work occurs between October 1 and January 31 of the calendar year. • Dredge area is >100 feet away from tidal SAV • Dredge impacts are <1000 SF of tidal SAS (except tidal SAV), intertidal habitats, natural rocky habitats, or shellfish areas. • Proper siltation controls are used and maintained to prevent inadvertent runback into adjacent waterway or wetland. • Rock/boulder relocation with ≤200 SF of impact to subtidal bottom and no impact to SAV or shellfish beds. • Beach grooming or raking between November 1 and January 31. <p>*Improvement is dredging to deeper depths in areas previously dredged after being authorized by USACE.</p>	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • New dredging (not previously authorized) with >1000 SF of impacts to intertidal areas or tidal SAS • Maintenance dredging and/or disposal with >1/2 acre of impacts to tidal SAS other than vegetated shallows (saltmarsh, mud flats). • New dredging for the primary purpose of mining or borrowing sand for beach nourishment. • Rock removal and relocation for navigation with impacts >1/2 acre. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • New dredging (not previously authorized) with ≤1000 SF of impacts to intertidal areas or tidal SAS • Work with ≤100 SF of impact to SAV. • Maintenance dredging and/or disposal with ≤1/2 acre of impacts to tidal SAS other than vegetated shallows (saltmarsh, mud flats). • New and improvement* dredging. • Dredged material disposal including open water disposal, confined aquatic disposal cells (CAD cells), near-shore disposal or beach nourishment. • Beach nourishment and beach grading. • Beach grooming or raking not eligible for SV. • Rock removal mechanically or by blasting (see below for additional criteria) • For work that includes blasting, a blasting plan must be submitted and approved by USACE, CT DEEP and National Marine Fisheries Service (NMFS). <p>**Maintenance dredging includes areas and depths previously dredged after being authorized by USACE.</p>

GP 8. DISCHARGES OF DREDGED OR FILL MATERIAL INCIDENTAL TO THE CONSTRUCTION OF BRIDGES (Sections 10 & 404; navigable waters of the U.S.)

Discharges of dredged or fill material incidental to the construction and modification of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, approach fills, and temporary construction and access fills provided that the USCG authorizes the construction of the bridge structure under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 8(A) INLAND	<p>GP 8 is not applicable to bridges over inland waters or wetlands that are not tidally influenced or regulated as navigable under Section 10 (see definitions on Appendix A, Page 1 and at 33 CFR Part 329; Definition for Navigable Waters of the U.S.).</p> <p>For projects that are not subject to USCG regulations see eligibility criteria for GPs 2, 18 or 19.</p>	<p>GP 8 is not applicable to bridges over inland waters or wetlands that are not tidally influenced or regulated as navigable under Section 10 (see definitions on Appendix A Page 1 and at 33 CFR 329; Definition for Navigable Waters of the U.S.).</p> <p>For projects that are not subject to USCG regulations see eligibility criteria for GPs 2, 18 or 19.</p>
<p>GP 8(B) COASTAL</p> <p>An SVNF is not required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Construction of causeways and approach fills. • Fill in SAS or shellfish beds. • Discharges of dredged or fill material in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon, including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the freshwater tidal segments of the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC 12 for a hyperlink to the NOAA ESA maps and waterway descriptions). <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent or temporary discharges of dredged or fill material incidental to the construction and/or modification of bridges. • Pier foundations. • Cofferdam and water handling facilities. • Bridges authorized by the USCG under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws including 2002 transfer of authorities to Secretary of Homeland Security under 6 U.S.C. 552(d). 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill > 1 acre of waterways. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill ≤ 1 acre of waterways. • Permanent and temporary fill ≤ 1000 SF in tidal SAS, other than SAV. • Permanent and temporary fill ≤ 100 SF in SAV.

GP 9. NEW SHORELINE & BANK STABILIZATION PROJECTS AND LIVING SHORELINES (Sections 10 & 404; tidal and non-tidal waters of the U.S.)

Bank stabilization activities necessary for erosion protection along the banks of lakes, ponds, streams, estuarine and ocean waters, and any other open waters. Includes bulkheads, seawalls, riprap, revetments, or slope protection & similar structures, specifically for the purpose of shoreline protection. Also includes vegetative planting, soil bioengineering or alternative techniques that rely on a substantial biological component (e.g., fringe wetland, shellfish reef) or include discharges associated with planned shoreline retreat to maintain, restore, or enhance the natural continuity of the land-water interface and natural ecological processes. See GP 2 for replacement of existing bank stabilization structures/fills.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 9(A) INLAND An SVN is required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> Stream, river, or brook bank stabilization projects >60 linear feet (LF) (total for more than one stream bank), not including living shorelines. Living shorelines >100 LF (total length including both stream banks). Vertical stone structures or embankments angled steeper than 1 V: 1 H. New bulkheads & retaining walls. Fill beyond the toe of slope within the streambed other than necessary to secure the toe of slope (see definition). The use of grouted riprap, poured/unformed concrete/asphalt, or a asphalt pieces. Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps) <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> Stream, river, or brook bank stabilization projects ≤60 LF (total for more than one stream bank). Living shorelines ≤100 LF (total for more than one stream bank). Work conducted “in-the-dry” (i.e., work that occurs when the stream is waterward of the activity and work occurs behind an installed cofferdam). Unconfined instream work for installation & removal of cofferdams in waters that support diadromous fish (see Appendix H), occurs between July 30 and September 30. Work occurring behind a cofferdam may occur at any time (See Appendix H). Soft biodegradable (see definition) stabilization measures such as bioengineered fiber roll revetments or equivalent, shall be used wherever practicable. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> Bank stabilization >300 LF (total length including both stream banks). Living shorelines >500 LF (total length including both stream banks). Stream channelization or relocation activities. The use of grouped riprap, poured/unformed concrete, poured asphalt or asphalt pieces. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> Bank stabilization ≤300 LF (total length including both stream banks). Living shorelines ≤500 LF (total length including both stream banks). Utilize rock only in lower portion or toe of the riprap and woody structures/features, biodegradable fabric, etc. in the upper portions Incorporate soil in the upper portions of the project with appropriate woody (usually willow) plantings as near average water elevations as possible and herbaceous plantings elsewhere Provide a temporary or permanent buffer strip (streamside area where protection promotes growth and sustenance of woody vegetation) along the project length to provide for vegetation stability where grazing or recreational use may impact plant growth. Preferably, plantings should be on slopes of 3:1 or flatter and irrigated, if possible. <p>NOTES: The elevation at which the mean annual flow occurs is the division between “upper” and “lower.” As built drawings are required for bank stabilization under PCN.</p>

<p>GP 9(B) COASTAL New shoreline & bank stabilization projects</p> <p>An SVNF is not required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Shoreline bank stabilization and living shoreline projects >100 LF. • >1 cubic yard of fill per linear foot placed between HTL and MLW. • Discharges of fill material within SAS, including mud flats, tidal wetlands, SAV and/or shellfish beds. • Vertical stone structures or embankments angled steeper than 1 V: 1 H. • New bulkheads. • Work in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC #12 for a hyperlink to the NOAA ESA maps and waterway descriptions) • Unconfined in-water work from May 1 through September 30 <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Shoreline, bank stabilization and living shoreline projects ≤100 LF. • <1 cubic yard of fill per linear foot placed between the HTL and MLW. • Living shoreline sill material (see definition) such as coir logs, coir mats, native oyster shell, native wood debris, native rounded rock and cobble (cannot include angular riprap) and other structural materials must be adequately anchored, of sufficient weight, or installed in a manner that prevents relocation in most wave action or water flow conditions, except for extremely severe storms, and must be properly maintained. • Sand fill placed landward of the living shoreline sill shall consist of coarse sand or native cobble consistent with the existing site and may not raise the elevation of the shoreline above the elevation of adjacent tidal wetland. • As built drawings are required for coastal shoreline, bank stabilization and living shorelines under this category. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Shoreline & bank stabilization projects >300 LF. • Living shorelines >1,500 LF in length. • New breakwaters, groins, and jetties. • Discharge of fill material >1,000 sf within SAS, including mud flats, tidal wetlands, or shellfish beds and >100 sf in vegetated shallows/SAV. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Living shorelines ≤1,500 LF • Shoreline & bank stabilization projects ≤300 LF. <p>NOTES: As built drawings are required for bank stabilization under PCN.</p>
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GP 10. AQUATIC HABITAT RESTORATION, ESTABLISHMENT & ENHANCEMENT ACTIVITIES (Sections 10 & 404; tidal & non-tidal waters of the U.S.)

Activities in waters of the U.S. associated with the restoration, enhancement & establishment of wetlands & riparian areas, including invasive, non-native or nuisance species control; restoration & enhancement of non-tidal streams & waters including removal of artificial features & stream obstructions (dams, culverts, berms, weirs, walls); vegetative enhancement; installation of fish ladders, rock ramps & in-stream natural habitat features; relocation or conversion of non-tidal waters & associated wetlands for reestablishment of natural stream morphology & reconnection of the floodplain; removal of agricultural drainage tile & filling of drainage ditches; restoration & enhancement of native shellfish, finfish & wildlife habitat where it currently exists or once existed & rehabilitation or enhancement of tidal streams, tidal wetlands & tidal open waters provided that state & federal agencies concur that the activities will result in net increase to aquatic resource functions & services; modification to existing tide gates that are not eligible under GP 2 if they will change the hydraulic regime where state & federal agencies concur that such changes will be ecologically beneficial; activities for enhancement of existing wildlife impoundments where state & federal agencies concur that management practices will not adversely affect existing ecological diversity or work will have a net increase in overall aquatic resource functions & services. Baseline survey & hydraulic analysis may be required to demonstrate eligibility.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 10(A) INLAND</p> <p>An SVN is required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent & temporary fill > 1/2 acre of waters and/or wetlands. • Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps). • New drainage ditch discharges or deepening (including side-casting of excavated material in wetland) to eliminate mosquito breeding habitat (see GP 22). • Stream channelization or channel reconstruction and alignment. • Aquatic habitat conversion. • Fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • ≤5,000 SF of permanent & temporary fill and/or excavation discharges. • Placement of boulders clusters, woody debris clumps, log vanes or deflectors in waters for fish habitat restoration. • Temporary fill and excavation in stream discharges associated with mechanical removal of small relict dams (≤4-ft high and 15-ft. long) • Fill and excavation discharges are authorized provided the activity is supported in writing by a state or non-USACE Fed. environmental resource management agency • Relict small-dam removals may not result in hydraulic modification or loss (upland conversion) of wetland habitat upstream of the structure and no permanent fill/discharges other than in situ gravel, cobble, or stone for stream bed restoration. • Work must occur “in-the-dry” (behind cofferdams). See Appendix H for time of year restrictions for work in waterways (including installation of cofferdams) for streams with diadromous fish. Unconfined in stream work, including installation and removal of cofferdams in streams that do not possess diadromous fish is limited only from July 1 through September 30. • Removal of non-native invasive, exotic or nuisance vegetation. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Conversion of wetland to open water. • New wildlife, waterfowl impoundments or fish ponds. • Stream channelization. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Pond or lake restoration or enhancement for water quality or ecological habitat renovation. • Dam removals not eligible for SV. • Stream channel reconstruction, relocation, realignment, and stream bed modification • Installation of fish ladders • Management of existing wildlife or waterfowl impoundments.

<p>GP 10(B) COASTAL Aquatic habitat restoration, establishment & enhancement activities.</p> <p>An SVNf is not required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent fill in, or conversion of, tidal wetland. • Work in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC 12 for a hyperlink to the NOAA ESA maps). • New or improvement dredging (deepening) discharges (including side-casting of excavated material from ditching) to eliminate mosquito breeding habitat. (see GP 23). • Thin layer deposition for saltmarsh restoration. • Seed shellfish, spatted shell or cultch placed in submerged aquatic vegetation and may not result in degradation of habitat for other aquatic resources. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • SAS planting and transplanting ≤ 100 SF. • Placement of seed shellfish, spatted shell, or cultch in tidal waters for the restoration or enhancement of existing, publicly managed, recreational shellfish beds (native seed stock only). • Removal of non-native invasive, exotic or nuisance vegetation. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Conversion of wetland to open water, except for new salt pannes. • New wildlife, waterfowl impoundments or fish ponds. • New tide gate installation. • Artificial reefs. • Permanent and temporary impacts $> 1/2$ acre in tidal waters. • Permanent and temporary impacts > 1000 SF in tidal SAS, other than vegetated shallows. • Permanent and temporary impacts > 100 SF of tidal SAV <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Integrated Marsh Management in tidal waters and wetlands for combined wetland enhancement, mosquito control and reduction which may include draining of ponded dieback areas through excavation of runnels with handheld tools or low-impact ground equipment; blocking or unclogging of historic mosquito ditches or tidal creeks to restore tidal flushing and natural salinity levels; excavation of new salt pannes to increase shorebird and waterfowl foraging habitat and larvivorous fish habitat. • Pro-active saltmarsh restoration with thin layer discharge completed by the State of Connecticut Wetland Habitat and Mosquito Management program provided there is no net loss of wetland area. These thin layer discharge activities are excluded from the $1/2$ acre threshold limit of permanent and temporary direct and indirect disturbance if the work is completed by the State of Connecticut Wetland Habitat and Mosquito Management program and the state and federal agencies concur that the work will not adversely affect existing ecological diversity or will have a net increase in overall aquatic resource functions and services. • Permanent and temporary impacts $\leq 1/2$ SF in tidal waters unless project meets above bullet. • Permanent and temporary impacts ≤ 100 SF of tidal SAV • Permanent and temporary impacts ≤ 1000 SF in tidal SAS, other than vegetated shallows.
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GP 11. FISH & WILDLIFE HARVESTING ACTIVITIES (Sections 10 and 404; tidal waters of the U.S.) Activities in tidal waters of the U.S. associated with fish and wildlife harvesting and harvesting devices including pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.).		
	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 11(A) INLAND An SVNF is required.	GP 11 is not applicable to inland waters or wetlands that are not tidally influenced or navigable under Section 10 (see definitions on Appendix A Page 1 and 33 CFR Part 329; Definition for Navigable Waters of the U.S.	GP 11 is not applicable to inland waters or wetlands that are not tidally influenced or navigable under Section 10 (see definitions on Appendix A Page 1 and 33 CFR Part 329; Definition for Navigable Waters of the U.S.
GP 11(B) COASTAL An SVNF is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • New fish nets or traps in the Connecticut and Housatonic Rivers • Permanent impacts to SAS, including intertidal mud flats, salt marshes and SAV. • Placement in FNPs or interference with navigation. FNPs are comprised of Federal Channels, anchorages and turning basins. More information on the limits of these FNPs can be found at: http://www.nae.usace.army.mil/Missions/Navigation/Connecticut-Projects/ • Fish harvesting activities in SAS. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Activities associated with fish and wildlife harvesting devices including pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, clam and oyster digging and dredging, small fish aggregating and attraction devices such as open water fish concentrators (sea kites, etc.). • All gear, except for permanent mooring tackle shall be removed when not in use and stored at an upland location above MHW and outside of wetland, including saltmarsh. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Artificial Reefs, impoundment(s) or semi-impoundment(s) of water • >1/2 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV >100 SF. • Permanent fill or excavation in other SAS >1000 SF. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • ≤1/2 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV ≤100 SF • Permanent fill or excavation in other SAS ≤1000 SF • Devices (structures) proposed to be used or located in tidal SAS, including salt marsh, mud flats and SAV.

GP 12. OIL SPILL & HAZARDOUS MATERIAL RESPONSE OPERATIONS (Sections 10 and 404; tidal and non-tidal waters of the U.S.) (a) Activities conducted in response to a discharge or release of oil & hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) including containment, cleanup & mitigation efforts, provided activities are done under either: (i) The Spill Prevent, Control & Countermeasure Plan require by 40 CFR 112.3; (ii) The direction or oversight of the Federal on-site coordinator designated by 40 CFR 300; or (iii) Any approved existing State, regional or local contingency plan provided that the Regional Response Team concurs with the proposed response efforts or does not object to the response effort; (b) Activities required for the cleanup of oil releases in waters of the U.S. from electrical equipment that are governed by EPA's polychlorinated biphenyl (PCB) spill response regulations at 40 CFR 761; (c) Booms placed in tidal waters; & (d) Use of structures & fills for spill response training exercises. SAS must be restored in place to pre-impact elevations. Notes: (1) For activities listed under a. or b. above that require SV, permittees have up to two weeks following commencement of these activities to submit the SV; & (2) For activities in waters identified as habitat for Atlantic sturgeon & shortnose sturgeon & coastal waters of Long Island Sound, the permittee must contact USACE at (978) 318-8338 & cenae-rect@usace.army.mil as soon as possible after the work under GP 12(a)-(c) begins so USACE can address effects of the activities under the Federal Endangered Species Act.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 12(A) INLAND An SVNf is required.	<p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Temporary waterway and wetland fill and associated secondary impacts, conducted in accordance with a. or b. above (no acreage limit) provided SAS are restored in place to pre-impact elevation • Temporary fill for spill response training exercises provided no impacts to SAS, vernal pool depressions located within waters of the U.S. or not located in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC #12 for a hyperlink to the NOAA ESA.) 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • >1 acre of permanent waterway and/or wetland fill and associated secondary impacts. • Establishment of new sites for disposal of hazardous/toxic waste. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • ≤1 acre of permanent waterway and/or wetland fill & secondary impacts to include impacts for spill response training exercises. • The activity is planned/scheduled, not an emergency response & will cause turbidity or sediment resuspension or deposition waters or wetlands.
GP 12(B) COASTAL An SVNf may be required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Training activities with impacts to tidal SAS, including SAV, natural rocky habitats and/or shellfish beds. • Clean up activities are planned, scheduled, or not conducted during the initial emergency response. • Training activities in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC #12 for a hyperlink to the NOAA ESA maps). <p><u>Eligible for SV without SV notification:</u></p> <ul style="list-style-type: none"> • Booms placed in navigable waters of the U.S. for oil and hazardous substance containment, absorption, and prevention, provided they are removed upon completion of the cleanup. <p><u>Eligible for SV with SV notification:</u></p> <ul style="list-style-type: none"> • Temporary fill or impacts for spill response training exercises with ≤1000 SF of impact to tidal waters and temporary structures with no impacts to SAS and in place for ≤30 days. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Activities that will have more than minimal individual or cumulative adverse environmental effects. See GC 4. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • The activity is planned or scheduled, not an emergency response, and will not cause turbidity or sediment resuspension or deposition in waters or wetlands. • Permanent structures or impacts for spill response training exercises.

GP 13. CLEANUP OF HAZARDOUS & TOXIC WASTE (Sections 10 and 404; tidal and non-tidal waters of the U.S.)

Specific activities to affect the containment, stabilization, or removal of hazardous or toxic waste materials, including court ordered remedial action plans or related settlements which are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Activities undertaken entirely on a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site by authority of CERCLA, are not required to obtain permits under Section 404 of the CWA or Section 10 of the Rivers and Harbors Act.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 13(A) INLAND</p> <p>An SVNF is required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• Stream channelization, relocation, or loss of streambed including impoundments.• Establishment of new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.• Permanent discharges in, or conversion of, SAS or a vernal pool depression that is located within waters of the U.S.• Fill in waters identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. See GC 12 for a hyperlink to the NOAA ESA maps). <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• ≤5,000 square feet (SF) of permanent or temporary waterway and/or wetland fill and, associated secondary impacts.• SAS must be restored in place and at pre-impact elevation, to the maximum extent practicable. <p>Note: Permittees have up to two weeks following commencement of these activities to submit the SVNF.</p>	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• >1/2 acre of permanent or temporary waterway and/or wetland fill and associated secondary impacts.• Establishment of new disposal sites or expansion of existing sites for the disposal of hazardous or toxic waste. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• ≤1/2 acre of permanent or temporary waterway and/or wetland fill and associated secondary impacts, and temporary fills.• SAS must be restored in place and at pre-impact elevation, to the maximum extent practicable.
<p>GP 13(B) COASTAL</p> <p>An SVNF is not required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• Fill in waters or wetlands.• All cleanup activities except for the use of booms <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• Booms placed in waters for containment, absorption, and prevention, provided they are removed upon completion of the cleanup.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Activities that will have more than minimal individual or cumulative adverse environmental effects. See GC 4. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts to include waterway or wetland fill and associated secondary impacts,

GP 14. SCIENTIFIC MEASUREMENT AND MONITORING DEVICES (Sections 10 and 404; tidal and non-tidal waters of the U.S.)

Scientific devices for measuring and recording scientific data, such as staff gauges, tide and current gauges, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures. Also eligible are small temporary weirs and flumes constructed primarily to record water quantity and velocity provided the discharge is less than 25 cubic yards. Upon completion of the use of the installed device it, and any other structures or fills associated with the device (e.g., foundations, anchors, buoys, lines, etc.), must be removed and the site restored to preconstruction elevation and condition, to the greatest extent practicable.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 14(A) INLAND An SVN is required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts >1,000 SF• Fill in inland waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps).• Fill in a vernal pool depression that is located within waters of the U.S.• Biological sampling devices.• Weirs and flumes. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts are ≤1,000 SF• Devices do not restrict or concentrate movement of aquatic organisms. Upon completion of use, the device and any associated fill material shall be removed in their entirety.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts >5,000 SF <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts ≤5,000 SF
GP 14(B) COASTAL An SVN is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none">• Permanent impacts to tidal SAV or natural rocky habitats.• Fill in waters and wetlands.• Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC #12 for a hyperlink to the NOAA ESA maps)• Interference with navigation or encroachment into an FNP. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none">• Non-fill temporary or permanent impacts ≤1,000 SF of tidal SAS (except SAV).• Devices in tidal waters that do not restrict or concentrate movement of aquatic organisms and will not adversely affect the course, condition, or capacity of a waterway.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts >5,000 SF. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none">• Permanent and temporary impacts ≤5,000 SF.

GP 15. SURVEY AND EXPLORATORY SURVEY ACTIVITIES (Sections 10 and 404; tidal and non-tidal waters of the U.S.)

Survey activities such as soil borings, core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory type bore holes, exploratory trenching (mechanical land clearing of the upper soil profile to expose bedrock or substrate for the purpose of mapping or sampling the exposed material) and historic resources surveys.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 15(A) INLAND</p> <p>An SVNf may be required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent fill >5,000 SF • Drilling and discharge of excavated material from test wells for oil and gas exploration. • Exploratory trenching in waterways. • Blasting. • Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps). • Fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV with SV notification:</u></p> <ul style="list-style-type: none"> • Temporary impacts ≤5,000 SF in non-tidal waters and wetlands. • Exploratory trenching in wetland ≤1,000 SF provided that the excavated organic topsoil is set aside from dug subsoil for restoration purposes. The trench must be restored to its preconstruction elevation upon completion of the work and shall not facilitate wetland or waterway drainage on, or below, the ground surface. Backfill of the trench shall occur with native subsoil from the trench and the stockpiled organic topsoil will be restored to the wetland surface. • Discharges for drill entry and exit pits and drilling mud recovery. <p><u>Eligible for SV without SV notification:</u></p> <ul style="list-style-type: none"> • Wetland delineation, soil surveys, sampling plots, historic resource surveys. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent structures or drilling and discharge of excavated material from test wells for oil and gas exploration. • Permanent and temporary fill >1/2 acre. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary fill ≤1/2 acre. • Seismic surveying. • Exploratory trenching
<p>GP 15(B) COASTAL</p> <p>An SVNf is not required.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent or temporary fill or permanent structures • Drilling & discharge of excavated material from test wells for oil & gas exploration and seismic exploration. • Exploratory trenching and silt producing activities. • Temporary structures or work in SAS (including SAV). • Temporary structures or work with >100 SF impact to natural rocky habitats or >1,000 to intertidal areas. • Blasting. • Interference with navigation. • Biological sampling devices. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >1/2 acres; >1,000 SF in SAS, other than SAV; or >100 SF in SAV <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤1/2 acres; ≤1000 SF in SAS, other than SAV; or ≤100 SF in SAV.

GP 15(B) COASTAL
(continued)
Survey and
Exploratory Survey
Activities

- Work in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. This includes, but is not limited to, the Housatonic River, Naugatuck River, Quinnipiac River, Connecticut River, Salmon River, Thames River and Yantic River (See GC #12 for a hyperlink to the NOAA ESA maps)

Eligible for SV:

- Temporary structures $\leq 1,000$ SF removed when survey is concluded.
- Sampling plots, resource surveys, soil borings, and core sampling.

GP 16. AQUACULTURE AND MARICULTURE ACTIVITIES (Section 10; navigable waters of the U.S.)

The installation of buoys, floats, racks, rafts, trays, predator nets, lines, tubes, posts, or other structures in navigable waters for the containment and cultivation of indigenous species of shellfish and seaweed/kelp. Also authorized are anchored upweller floats, spat-collection structures, small-scale shellfish hatchery seawater intake/discharge structures, and discharges of dredged or fill material associated with cultivation such as the placement of shellfish seed, cultch, or spatting-shell on bottom or “brushing of the flats.” Depth of cultch or spatting-shell must comply with the Special Conditions in Section 5, Part (h), items (1) through (7) of the CT DEEP “General Permit for Coastal Maintenance (DEEP-OLISP-GP2015-02)”, which is also located at <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit>, and must not result in visible degradation of habitat for other aquatic resources. All structures must be permitted by State of Connecticut Navigation Safety/Boating Access Unit and marked in conformance with applicable State or USCG Aids to Navigation.

NOTE: All facilities must be installed and operated in compliance with Appendix C – Standard Aquaculture Terms and Conditions.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 16(A) INLAND	Not Applicable These activities in inland waters (as defined in Appendix A, Page 2) do not require USACE authorization.	Not Applicable These activities in inland waters (as defined in Appendix A, Page 2) do not require USACE authorization.
GP 16(B) COASTAL An SVN is not required.	<u>Not eligible for SV:</u> <ul style="list-style-type: none">• New aquaculture activities within 100 feet of SAV.• Permanent impacts to natural rocky habitat >100 SF.• Structures in or within three times the authorized depth of an FNP.• Depth of cultch or spatting-shell does not comply with the Special Conditions in Section 5, Part (h), items (1) through (7) of CT DEEP, General Permit for Coastal Maintenance (DEEP-OLISP-GP2015-02), will result in visible degradation of habitat for other aquatic resources and/or will impact natural shellfish beds.• Culture of non-indigenous species or aquatic nuisance species.**• Kelp/seaweed or finfish aquaculture.• Attendant features such as docks, piers, or boat ramps (see GP 4 or GP 5).• Structures in established danger zones or restricted areas designated in 33 CFR part 334.• Aquaculture activities that will result in conversion of habitat type (soft bottom to hard, or vice versa).• Intertidal aquaculture (gear between MHW and mean lower low water).	<u>Not eligible for PCN (Individual Permit required):</u> <ul style="list-style-type: none">• New or expansion of existing impoundment(s) or semi-impoundment(s) of water for the culture of holding of motile aquatic organisms.• Structures and work for finfish culture.• Aquaculture activities that may obstruct navigation or has the potential for greater than minimal impact on navigation or other existing public uses.• Structures for the culture of non-indigenous species that are not present in the waterbody.• Aquaculture activities with $\geq 2,500$ SF SAV. <u>Eligible for PCN (includes work not eligible for SV)*:</u> <ul style="list-style-type: none">• Activities with in-water ropes, lines and chains including, but not limited to, vertical drop lines, horizontal longlines or suspended gear for the rearing of shellfish or seaweed.• Cages, racks, trays, predator netting or other structures on the ocean bottom or floating on the water surface to contain, cultivate or depurate shellfish or other indigenous aquatic organisms.• Activities that involve a change from authorized gear for bottom culture to floating or suspended gear.• Structures for the culture of non-indigenous species that have been nativized or have been previously cultured in the waterbody.• Temporary, seasonal structures for aquaculture including, but not limited to, cages, trays, racks, or floating bags with impact to <2,500 SF tidal submerged aquatic vegetation or SAV habitat.***

<p>GP 16(B) (continued) Aquaculture and Mariculture Activities</p>	<p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Placement of seed shellfish, spatted-shell, or cultch for commercial shellfish aquaculture on leased grounds when performed in compliance with the conditions in Section 5h of the CT DEEP General Permit for Coastal Maintenance (DEEP-OLISP-GP-2015-02). • Temporary (<6 months) structures including cages, bags, upwellers or other aquatic organism containment devices for research, educational or experimental aquaculture in water depths ≤ 10 feet mean lower low water (MLLW) providing the gear area is $\leq 1,000$ SF and the project is under the direct supervision of the CT Dept. of Agriculture, Bureau of Aquaculture. • Suspended cages or bags located wholly below and within the footprint of an existing authorized fixed or floating structure in water depths ≤ 10-feet MLLW provided no loose lines and there is a vertical clearance of at least 2 feet between the bottom of the gear and the sea floor at MLLW. • Land-based shellfish hatchery or nursery intake and/or outlet provided diameter is ≤ 3 inches and properly screened to prevent entrainment or impingement of aquatic organisms. • Shellfish upweller floats ≤ 160 sf in area with a vertical clearance of at least 2 feet between the bottom of the gear and the sea floor at MLLW. <p>**The Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 defined: (a) nonindigenous species as “any species or other viable biological material that enters an ecosystem beyond its historic range, including any such organism transferred from one country into another”; and (b) aquatic nuisance species as “a nonindigenous species that threatens the diversity or abundance of native species or the ecological stability of infested waters, or commercial, agricultural, aquacultural, or recreational activities dependent upon such waters.”</p>	<p>*See “A Guide for Marine Aquaculture Permitting in Connecticut” for application materials at https://shellfish.uconn.edu/commercial/.</p> <p>*** A survey of SAV boundaries at the project site may be required. Survey guidance is provided at: https://www.nae.usace.army.mil/Missions/Regulatory/Jurisdiction-and-Wetlands.</p>
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GP 17. NEW AND EXPANSION OF RECREATIONAL, RESIDENTIAL, INSTITUTIONAL AND COMMERCIAL DEVELOPMENTS (Section 404 – Inland, Non-Tidal Waters of the U.S.)

Discharges of dredged or fill material for the construction or expansion of residences and residential subdivisions; commercial and institutional buildings or subdivisions; recreational facilities such as playing fields, bikeways, trails, etc.; and attendant features including but not limited to roads, parking lots, garages, yards, and utilities. This GP authorizes attendant features if they are necessary for the use of the project purpose. Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. See GPs 18 & 19 for crossings in inland waters and/or wetlands.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 17(A) INLAND</p> <p>An SVNF is required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >5,000 SF • Impacts in SAS, other wetlands. • Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps) • Fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤5,000 SF 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >1 acre • Detention or retention of storm water in non-tidal waters, wetlands or watercourses including any watercourse or wetland crossing that by design or default functions to provide storm water detention, and any construction of a storm water detention or retention basin in non-tidal waters or wetlands. • New road and driveway crossings. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤1 acre • Impacts in non-tidal SAS.
GP 17(B) COASTAL	These activities are not eligible for SV.	These activities are not eligible for PCN (Individual Permit required).

GP 18. WETLAND CROSSINGS FOR LINEAR TRANSPORTATION PROJECTS (Section 404; non-tidal waters of the U.S.)

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 18(A) INLAND</p> <p>An SVN is required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >5,000 SF • Work in SAS other than wetlands. • Slip lining or culvert relining that changes invert elevation. • Work that results in flooding (impoundment) or impedes wetland drainage from the upgradient side of the wetland crossing • Fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤5,000 SF • Permanent wetland crossings shall be constructed in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road or fill feature. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >1 acre <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤1 acre • Work in SAS. • Slip lining or culvert relining that changes invert elevation; or • Or if screened and determined eligible by interagency CT DEEP and USACE agreement.
GP 18(B) COASTAL	These activities are not eligible for SV.	These activities not eligible for PCN (Individual Permit required).

GP 19. STREAM, RIVER, AND BROOK CROSSINGS (NOT INCLUDING WETLAND CROSSINGS (Sections 10 and 404; tidal and non-tidal waters of the U.S.))

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, bikeways, trails, airport runways, and taxiways) and attendant features, if work is performed in accordance with Connecticut General Permit Stream Crossing Best Management Practices to the extent practicable (see Appendix G). See GP 18 for wetland crossings. Note: Flood frequency requirements below are derived from Connecticut DOT Drainage Manual and CT Flood Management Act - Section 25-68b-d of the Connecticut General Statutes & 25-68h-1 thru h-3 of the Regulations of Connecticut State Agencies.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 19(A) INLAND</p> <p>An SVNf is required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent & temporary impacts >5,000 SF. • Stream relocations; dams, dikes; culvert crossings at new locations within perennial streams. • Slip lining or culvert relining that changes invert elevation. • Open trench excavation in flowing waters. • <u>Riprap beyond the minimum necessary to protect the structure</u> • Fill in waterways identified as habitat for Atlantic sturgeon and shortnose sturgeon including designated critical habitat, foraging, and overwintering areas. (See GC 12 for a hyperlink to the NOAA ESA maps). See Appendix H for time of year restrictions. • Fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤5,000 SF for crossings provided: • All drainage culverts and bridges shall be designed to pass the appropriate flood frequency to the extent practicable. • Drainage Area less than 1 square mile shall pass the 50-year flood frequency. • Drainage Area greater than 1 square mile but less than 10 square miles shall pass the 100-year flood frequency with 1 foot of freeboard. Freeboard is the vertical difference from the design water surface to the low point of the overlying road. • Drainage Area greater than 10 square miles but less than 1,000 square miles shall pass the 100-year with 2 feet of freeboard. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts >1 acre. • Wetland crossings (see GP 18). <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Permanent and temporary impacts ≤1 acre. • Or if screened and determined eligible by interagency CT DEEP and USACE agreement.

GP 19(A) INLAND (continued)	<ul style="list-style-type: none"> • Bridges and culverts along stocked watercourses and watercourses which support fish shall be designed to allow passage of fish as recommended by the Department of Environmental Protection Fisheries and Wildlife Divisions. • The location of new bridges and culverts shall minimize the relocation of watercourses. • Where applicable, rigid structural floors at bridges and culverts should be depressed below the normal streambed, to allow an alluvial streambed to form over them, and shall anticipate if the streambed is degrading. • The use of solid parapet walls at bridges and culverts located in the sag part of vertical curves is discouraged. • Debris barriers shall be used upstream of structures prone to blockage by debris. • The use of a single culvert or bridge opening is required to the extent practicable over the use of multiple small openings. • Unconfined, in-stream work, not including installation and removal of cofferdams, is limited to the low-flow period, July 1 through September 30 unless the agencies require a different resource-driven time of year restriction. Work occurring behind a cofferdam may occur at any time (See Appendix H). • Or if screened and determined eligible by interagency CT DEEP and USACE agreement. 	
GP 19(B) COASTAL Stream, River and Brook Crossings (not including Wetland Crossings)	These activities are not eligible for SV.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Permanent impacts that are >1/2 acre in tidal waters. • Permanent impacts that are >1000 SF in tidal SAS other than vegetated shallows. • Permanent impacts that are >100 SF in tidal vegetated shallows. • Temporary impacts >1 acre in tidal waters. <p><u>Eligible for PCN:</u></p> <ul style="list-style-type: none"> • Permanent impacts that are ≤1/2 acre in tidal waters of the U.S. • Permanent impacts that are ≤1000 SF in tidal SAS other than vegetated shallows. • Permanent impacts that are ≤100 SF in tidal vegetated shallows • Temporary impacts ≤1 acre in tidal waters

GP 20. ENERGY GENERATION AND RENEWABLE ENERGY AND HYDROPOWER PROJECTS (Sections 10 and 404; tidal and non-tidal waters of the U.S.)

Structures and work and discharges of dredged or fill material into waters of the U.S. for the construction, expansion, modification, or removal of: (a) land-based renewable energy production facilities (e.g., solar and wind) and their attendant features; (b) water-based wind or hydrokinetic renewable energy generation pilot projects and their attendant features; and (c) discharges of dredged or fill material associated with hydropower projects. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, and parking lots.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 20(A) INLAND	This activity is not eligible for SV.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Projects with >1 acre of permanent and/or temporary impact in waters and wetlands. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Projects with ≤1 acre of permanent and/or temporary impact in waters and wetlands <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p> <p>Mechanical clearing of areas within USACE jurisdiction without grubbing or other soil disturbance >1 acre as a secondary impact may still be eligible for PCN at the discretion of USACE.</p>
GP 20(B) COASTAL	This activity is not eligible for SV.	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Projects with >1 acre of permanent and/or temporary impacts waters and wetlands. <p><u>Eligible for PCN:</u></p> <ul style="list-style-type: none"> • Projects with ≤1 acre of permanent and/or temporary impacts in waters and wetlands. • Temporary and/or permanent fill or excavation in ≤1,000 SF of SAV • Permanent fill or excavation in ≤5,000 SF in SAS (except for SAV)

GP 21. TEMPORARY FILL NOT ASSOCIATED WITH A REGULATED GENERAL PERMIT ACTIVITIES (Section 404; non-tidal waters of the U.S.)
 Temporary discharges, such as sandbag/earth cofferdams, access fills, etc., necessary for construction activities or dewatering of construction sites.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
<p>GP 21(A) INLAND</p> <p>An SVN is required.</p> <p>Note: Construction mats of any area necessary to conduct activities do not count towards the impact thresholds and should be removed as soon as work is completed.</p>	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Temporary impacts >5,000 SF not associated with construction mats. • Temporary fill in a vernal pool depression that is located within waters of the U.S. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Construction mats of any area necessary to conduct activities. • Construction mats must be removed as soon as work is completed (See GC 17 Temporary Fill) 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • Temporary impacts >1 acre. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Temporary impacts ≤ 1 acre.
GP 21(B) COASTAL	These activities are <u>not eligible for SV</u> .	<p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • Temporary impacts ≤ 1 acre.

GP 22. MODIFICATION AND IMPROVEMENT OF EXISTING MINOR DRAINAGE FEATURES AND MOSQUITO CONTROL (SECTION 10 & 404)

Discharges to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the U.S., for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. Also authorized are mosquito reduction activities that do not meet GP 10 (integrated marsh management). See GP 2 for repair, rehabilitation, or replacement of authorized fills or repairs with no change in overall configuration of modification in use.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 22(A) INLAND	These activities are <u>not eligible for SV</u> .	These activities are <u>not eligible for PCN</u> (Individual Permit required)
GP 22(B) COASTAL An SVNF is not required.	<p><u>Not eligible for SV:</u></p> <ul style="list-style-type: none"> • Construction of new ditches or relocation of existing drainage ditches. • New fill (temporary or permanent) discharges including side-casting or stockpiling in wetlands. • Impacts (structures or work) in SAS refer to 40 CFR 230.3 and Subpart E and definitions herein. • Activities where the reshaping of the drainage ditch will increase drainage capacity beyond the original as-built capacity or expand the area drained by the drainage ditch as originally constructed (i.e., the capacity of the drainage ditch must be the same as originally constructed and it cannot drain additional wetlands or waters). • Impacts to SAV. • Impacts to natural rocky habitat >100 SF. • Impacts to intertidal or shellfish areas >1,000 SF. <p><u>Eligible for SV:</u></p> <ul style="list-style-type: none"> • Impacts to SAS within areas $\leq 1,000$ SF. • The location of the centerline of the reshaped drainage ditch shall be approximately the same as the location of the centerline of the original drainage ditch. 	<p><u>Not eligible for PCN (Individual Permit required):</u></p> <ul style="list-style-type: none"> • >1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV >1,000 SF. • Permanent fill or excavation in other SAS >5,000 SF. <p><u>Eligible for PCN (includes work not eligible for SV):</u></p> <ul style="list-style-type: none"> • ≤ 1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV $\leq 1,000$ SF. • Permanent fill or excavation in other SAS $\leq 5,000$ SF.

GP 23. AGRICULTURAL ACTIVITIES (Section 404; non-tidal and non-navigable waters of the U.S.)

Regulated discharges of dredged or fill material in waters of the U.S. for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include: (a) installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches; and similar activities; (b) construction of farm ponds, excluding perennial streams, provided the farm pond is used solely for agricultural purposes; and (c) discharges of dredged or fill material to relocate existing serviceable drainage ditches constructed in non-tidal streams.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
GP 23(A) INLAND	These activities are <u>not eligible for SV</u> .	<u>Not eligible for PCN (Individual Permit Required):</u> <ul style="list-style-type: none">• Construction of aquaculture ponds.• >0.50 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. <u>Eligible for PCN:</u> <ul style="list-style-type: none">• ≤0.50 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts
GP 23(B) COASTAL	These activities are <u>not eligible for SV</u> .	These activities are not eligible for PCN (Individual Permit required).

APPENDIX B - GENERAL CONDITIONS

1. Other Permits. Authorizations provided by these GPs do not obviate the need for project proponents to obtain other Federal, State, or local permits, approvals, or authorizations required by law. Applicants are responsible for applying and obtaining all such permits, approvals or authorizations. Work that is not regulated by the State, but subject to USACE jurisdiction, may be still be eligible for these GPs.
2. Federal Jurisdiction
 - a. Applicability of these GPs shall be evaluated with reference to federal jurisdictional boundaries (e.g., mean high water mark (MWH), high tide line (HTL), ordinary high water mark (OHW), and wetland boundary). Activities shall be evaluated with reference to “waters of the U.S.” under the Clean Water Act (33 CFR 328) and “navigable waters of the U.S.” under Section 10 of the Rivers and Harbors Act of 1899 (33 CFR 329). Prospective permittees are responsible for ensuring that the boundaries satisfy the federal criteria defined at 33 CFR 328 – 329. These sections prescribe the policy, practice, and procedures to be used in determining the extent of USACE jurisdiction.
 - b. Permittees shall identify the following aquatic resources on project plans: wetlands and other special aquatic sites (SAS) including vegetated shallows (also known as submerged aquatic vegetation (SAV)), riffle and pool complexes, sanctuaries and refuges, coral reefs, and mudflats; and other waters such as lakes and ponds; and perennial and intermittent streams on the project site. Wetlands shall be delineated in accordance with the Corps of Engineers Wetlands Delineation Manual and its applicable regional supplement.
3. Mitigation (Avoidance, Minimization, and Compensatory Mitigation)
 - a. Activities shall be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S. to the maximum extent practicable at the project site (i.e., on site). Consideration of mitigation (avoiding, minimizing, rectifying, reducing, or compensating) is required to the extent necessary to ensure that the adverse effects to the aquatic environment are no more than minimal.
 - b. Applicants should consider riparian/forested buffers for stormwater management and low impact development (LID) best management practices (BMPs) to reduce impervious cover and manage stormwater to minimize impacts to the maximum extent practicable.
 - c. Compensatory mitigation¹ for unavoidable impacts to waters of the U.S., including direct, secondary and temporal², will generally be required for projects with permanent impacts that exceed the SV area limits, and may be required for temporary impacts that exceed the SV area limits, to offset unavoidable impacts which remain after all appropriate and practicable avoidance and minimization has been achieved and to ensure that the adverse effects to the aquatic environment are no more than minimal. Proactive restoration projects or temporary impact work with no secondary effects may generally be excluded from this requirement.

Note: The USACE Connecticut In-Lieu Fee Program allows USACE permittees, as compensation for their project impacts to aquatic resources of the U.S. in Connecticut to make monetary payment *in-lieu* of permittee-responsible mitigation. Information is provided at <https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/In-Lieu-Fee-Programs/CT/>. This only applies to USACE required mitigation and additional CT DEEP mitigation may be required.

4. Discretionary Authority. Notwithstanding compliance with the terms and conditions of this permit, USACE retains discretionary authority to require an Individual Permit review based on concerns for the aquatic environment or for any other factor of the public interest [33 CFR 320.4(a)]. This authority is invoked on a case-by-case basis whenever USACE determines that the potential consequences of the proposal warrant Individual Permit review based on the concerns stated above. This authority may be invoked for projects with cumulative adverse environmental effects that are more than minimal, or if there is a special resource or concern

¹ Compensatory mitigation sites proposed to offset losses of aquatic resource function must comply with the applicable provisions of 33 CFR 332. See also the New England District Compensatory Mitigation Standard Operating Procedures at <http://www.nae.usace.army.mil/Missions/Regulatory/Mitigation.aspx>

² Temporal loss: The time lag between the losses of aquatic resource functions caused by the permitted impacts and the replacement of aquatic resource functions at the compensatory mitigation site(s) (33 CFR 332.2).

associated with a particular project. Whenever USACE notifies an applicant that an Individual Permit may be required, authorization under these GPs is voided and no work may be conducted in waters of the U.S. until a USACE Individual Permit is obtained or until USACE notifies the applicant that further review has demonstrated that the work may be reviewed under these GPs.

5. **Fills Within 100-Year Floodplains.** The activity shall comply with applicable Federal Emergency Management Agency (FEMA)-approved State of Connecticut or local floodplain management requirements. Permittees should contact FEMA and/or the State of Connecticut regarding floodplain management requirements.

6. **Single and Complete Projects.** The term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. The GPs shall not be used for piecemeal work and shall be applied to single and complete projects.

a. For non-linear projects, a single and complete project must have independent utility. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed, even if the other phases were not built, can be considered as separate single and complete projects with independent utility.

b. Unless USACE determines the activity has independent utility, all components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project.

c. For linear projects such as power lines or pipelines with multiple crossings, a “single and complete project” is all crossings of a single water of the U.S. (i.e., single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately. If any crossing requires a PCN review or an individual permit review, then the entire linear project shall be reviewed as one project under PCN or the individual permit procedures.

7. **Use of Multiple General Permits.** The use of more than one GP for a single and complete project is prohibited, except when the acreage loss of waters of the U.S. authorized by the GPs does not exceed the acreage limit of the GPs with the highest specified acreage limit. For example, if a road crossing over waters is constructed under GP 19, with an associated utility line crossing authorized by GP 6, if the maximum acreage loss of waters of the U.S. for the total project is ≥ 1 acre it shall be evaluated as an IP.

8. **USACE Property and Federal Projects**

a. USACE projects and property can be found at: www.nae.usace.army.mil/Missions/Civil-Works

b. In addition to any authorization under these GPs, proponents must contact the USACE Real Estate Division at (978) 318-8585 for work occurring on or potentially affecting USACE properties and/or USACE-controlled easements to initiate reviews and determine what real estate instruments are necessary to perform work. Permittees may not commence work on USACE properties and/or USACE-controlled easements until they have received any required USACE real estate documents evidencing site-specific permission to work.

c. Any proposed temporary or permanent modification or use of a Federal project (including but not limited to a levee, dike, floodwall, channel, anchorage, seawall, bulkhead, jetty, wharf, pier or other work built but not necessarily owned by the United States), or any use which would obstruct or impair the usefulness of the Federal project in any manner, and/or would involve changes to the authorized Federal project’s scope, purpose, and/or functioning, is not eligible for SV and will also require review and approval by USACE pursuant to Section 14 of the Rivers and Harbors Act of 1899 (33 USC 408) (Section 408)

d. A PCN is required for all work in, over, under, or within a distance of three times the authorized depth of a USACE Federal Navigation Project (FNP) and may also require permission under Section 408.

e. Any structure or work that extends closer than a distance of three times the project’s authorized depth to the horizontal limits of any FNP shall be subject to removal at the owner’s expense prior to any future USACE dredging or the performance of periodic hydrographic surveys.

f. Where a Section 408 permission is required, written verification for the PCN will not be issued prior to the decision on the Section 408 permission request.

9. National Lands. Activities that impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, or any area administered by the National Park Service, U.S. Fish and Wildlife Service (USFWS) or U.S. Forest Service are not eligible for SV and require either a PCN or Individual Permit.

10. Wild and Scenic Rivers

a. The following activities in designated rivers of the National Wild and Scenic River (WSR) System, or in a river designated by Congress as a “study river” for possible inclusion in the system, require a PCN or IP unless the National Park Service (NPS) has determined in writing to the proponent that the proposed work will not adversely affect the WSR designation or study status:

(1) Activities that occur in WSR segments, in and 0.25 mile up or downstream of WSR segments, or in tributaries within 0.25 miles of WSR segments;

(2) Activities that occur in wetlands within 0.25 mile of WSR segments; or

(3) Activities that have the potential to alter free-flowing characteristics in WSR segments. The District Engineer will coordinate the application with the NPS or its designee with direct management responsibility for that river.

b. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

c. As of 2021, designated rivers in Connecticut include: the West Branch of the Farmington River from Colebrook to Canton (designated river); the Eightmile River and tributaries in Salem, Lyme, and East Haddam (designated river); the Lower Farmington River from Canton to Windsor (study river – including its tributary Salmon Brook) and the Wood & Pawcatuck Rivers. Additional information can be found at:

<http://www.rivers.gov/connecticut.php>.

11. Historic Properties

a. No undertaking shall cause effects (defined at 33 CFR 325 Appendix C and 36 CFR 800) to properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places³, including previously unknown historic properties within the permit area, unless USACE or another Federal action agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act (NHPA). The State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO) and the National Register of Historic Places can assist with locating information on:

(1) Previously identified historic properties; and

(2) Areas with potential for the presence of historic or cultural resources, which may require identification and evaluation by qualified historic preservation and/or archaeological consultants or tribal entities in consultation with USACE and the SHPO and/or THPO(s).

b. For activities eligible for SV, proponents must document that the activity will not cause effects as stated in 11(a). To comply with this condition, both SV and PCN prospective permittees shall notify the CT SHPO and THPOs for projects in close proximity to tribal lands or with potential impacts to tribal lands and request their identification of historic properties and cultural resources. The notification shall consist of the project location, plans, and brief narrative and state that a federal permit is required. Documentation of the notification to the SHPO/THPO shall be included with the SV or PCN submittal and dated. If no response is received within 30-days from the SHPO/THPO notification, the Corps may proceed to a permit decision on an SV or PCN. A PCN or IP is required if any activity may have an adverse effect on a historic property or cultural resource.

³ Many historic properties are not listed on the National Register of Historic Places and may require identification and evaluation by qualified historic preservation and/or archaeological consultants in consultation with USACE and the SHPO and/or THPO(s).

c. Proponents must submit a PCN to USACE as soon as possible if the authorized activity may cause effects as stated in 11(a) to ensure that USACE is aware of any potential effects of the permitted activity on any historic property or cultural resource so that the consultation requirements of Section 106 of NHPA can be satisfied.

d. All PCN (inland projects) submittals shall:

1) show notification to the SHPO and applicable THPO(s) for their identification of historic properties or cultural resources (https://portal.ct.gov/-/media/DECD/Historic-Preservation/01_Programs_Services/Environmental-Review/ProjectNotificationForm_2021.pdf). If no response is received within 30-days from the SHPO/THPO notification, the Corps may proceed to a permit decision on an SV or PCN.

2) state which historic properties or cultural resources may be affected by the proposed work or include a vicinity map indicating the location of them, and

3) include any available documentation from the SHPO or THPO(s) indicating that there are, or are not, historic properties or cultural resources affected. Starting consultation early in project planning can save proponents time and money.

e. If you discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

f. Federal agencies should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Along with the application, Federal permittees shall provide USACE with the appropriate documentation to demonstrate compliance with those requirements.

g. Federal and non-federal applicants should coordinate with USACE before conducting any onsite archeological work (reconnaissance, surveys, recovery, etc.) requested by the SHPO or the THPOs, as USACE will determine the permit area for the consideration of historic properties based on 33 CFR 325 Appendix C. This is to ensure that work done is in accordance with USACE requirements.

12. Federal Threatened and Endangered Species

a. No activity is authorized by these GPs which:

(1) Is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat or proposed critical habitat of such species.

(2) “May affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(3) Is “likely to adversely affect” a listed species or critical habitat unless Section 7 consultation has been completed by USACE or another lead action agency in coordination with USACE.

(4) Violates the ESA.

b. All prospective permittees shall attach to their SVNF or PCN an Official Species List obtained from the U.S. Fish and Wildlife Service’s Information for Planning and Consultation (IPaC) found at: <https://ecos.fws.gov/ipac> and provide the email address of the person who generated the list.

c. For proposed activities in waters with tidal influence, prospective permittees shall also refer to the National Oceanic and Atmospheric Administration (NOAA) Fisheries’ Section 7 Mapper for federally-listed species found at: <https://noaa.maps.arcgis.com/apps/webappviewer/index.html>.

Several tidal freshwater waterways in Connecticut have been identified as foraging and overwintering areas, or designated as critical habitat, for the endangered Atlantic sturgeon and shortnose sturgeon. The extent of these waterways is highlighted below. The list of waters below does not include higher salinity coastal tidal creeks and brackish waterways which also possess habitat for these species, so it is strongly recommended that applicants refer to the NOAA Section 7 mapper (link above) for all work in waterways that may have tidal influence:

- Mainstem Housatonic River from Long Island Sound (LIS) to the upstream limit of the Derby Dam in Shelton, CT (Atlantic sturgeon critical habitat; migrating and foraging habitat for Atlantic sturgeon and shortnose sturgeon).
 - o Naugatuck River confluence with the Housatonic River up to the Naugatuck River Reservoir dam in Ansonia, CT.
- Quinnipiac River from LIS to the bridge/intersection of Quinnipiac Street and River Road, Wallingford, CT (migrating and foraging habitat for Atlantic sturgeon and shortnose sturgeon).
- Mainstem Connecticut River from LIS to the Massachusetts Border (Atlantic sturgeon critical habitat; spawning, migrating, and foraging for Atlantic sturgeon; overwintering, migrating, and foraging for shortnose sturgeon).
 - o Salmon River confluence at Connecticut River to the dam at Powerhouse Road, Leesville, CT
 - o Farmington River confluence with the Connecticut River to Tunxis Road, Tariffville, CT
 - o Pataconk Brook confluence with the Connecticut River to North Quarter Park, Chester, CT
 - o Confluence of Hamburg Cove with the Connecticut River to Eightmile River at Joshuatown Road/Old Hamburg Road, Hamburg, CT.
 - o Lord Creek confluence with the Connecticut River to Coult's Hole and Mack Creek to Lord Hill Lane, Lyme, CT.
 - o North Cove confluence with Connecticut River and Falls River confluence in North Cove to River Road, Essex, CT.
 - o Mattabassett River confluence at the Connecticut River to Rt. 3, northeast of Newfield Street in Middletown, CT.
 - o Coginchaug River confluence with the Mattabassett River to Johnson Street north of the Providence & Worcester Railroad.
 - o Selden Creek, Lyme, CT.
- Mainstem of the Thames River to Norwich, Connecticut (migrating and foraging habitat for Atlantic sturgeon and shortnose sturgeon).
 - o Shetucket River confluence with Thames River up to Greenville Dam, Greenville, CT
 - o Yantic River confluence with the Thames River to Yantic Falls, Norwich, CT.
 - o Horton Cove confluence with the Thames River to Stony Brook and Mohegan Brook, Montville, CT.
 - o Poquetanuck Cove confluence with the Thames River to Poquetanuck Brook at Shingle Road, Poquetanuck, CT.

d. A PCN is required if a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all hereinafter referred to as "listed species or habitat"), as identified under the ESA, may be affected by the proposed work, unless consultation is completed by another lead Federal agency, in which case, an application can be SV. An activity may remain eligible for SV if the only listed species affected is the northern long-eared bat (*Myotis septentrionalis*), and only after Section 7 consultation has been completed by USACE under the 4(d) Rule Streamlined Consultation.

e. Federal agencies shall follow their own procedures for complying with the requirements of the ESA while ensuring that USACE and any other federal action agencies are included in the consultation process.

f. Non-federal representatives designated by USACE to conduct informal consultation or prepare a biological assessment shall follow the requirements in the designation document(s) and the ESA. Non-federal representatives shall also provide USACE with the appropriate documentation to demonstrate compliance with those requirements. The USACE will review the documentation and determine whether it is sufficient to address ESA compliance for the GP activity, or whether additional ESA consultation is necessary.

g. The requirements to comply with Section 7 of the ESA may be satisfied by a programmatic agreement (PA) or programmatic consultation (PC) with USACE, the New England District, or another federal agency. New England District PAs and PCs are found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Connecticut-General-Permit>.

13. Pile Installation and Removal and Related Time of Year Restrictions

- a. Derelict, degraded, or abandoned piles and sheet piles in the project area shall be removed in their entirety as practicable and properly disposed of in an upland location and not in wetlands or other waters of the U.S. In areas of fine-grained substrates, piles/sheets shall be removed by direct, vibratory, or clamshell pull method to minimize potential turbidity and sedimentation impacts. If removal is not practicable, said piles/sheets shall be cut off or driven to a depth of, at least, one foot below substrate.
- b. Work involving pile installation and/or removal should occur “In-the-dry” or adhere to the applicable waterbody’s time-of-year restrictions in Appendix H.

14. Navigation

- a. No activity may cause more than a minimal adverse effect on navigation.
- b. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the U.S.
- c. Any structure or work that extends closer to the horizontal limits of any USACE FNP than a distance of three times the project’s authorized depth shall be subject to removal at the owner’s expense prior to any future USACE dredging or the performance of periodic hydrographic surveys. This is applicable to SV and PCN.
- d. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.
- e. The permittee understands and agrees that if future U.S. operations require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.
- f. A PCN is required for all work in, over or under an FNP or its buffer zone unless otherwise indicated in Appendix A. as the work may also require a Section 408 permit.

15. Federal Liability. In issuing these permits, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; and/or (e) damage claims associated with any future modification, suspension, or revocation of these permits.

16. Heavy Equipment in Wetlands. Operating heavy equipment other than fixed equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and such equipment shall not be stored, maintained, or repaired in wetlands, to the maximum extent practicable. Where construction requires heavy equipment operation in wetlands, the equipment shall either have low ground pressure (typically <3 psi), or it shall be placed on swamp/construction/timber mats (herein referred to as “construction mats”) that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. Construction mats are to be placed in the wetland from the upland or from equipment positioned on construction mats if working within a wetland. Dragging construction mats into position is prohibited. Other support structures that are capable of safely supporting equipment may be used with written USACE authorization. Similarly, the permittee may request written authorization from USACE to waive use of mats during frozen or dry conditions. An adequate supply of spill containment equipment shall be maintained on site. Construction mats should be managed in accordance with the following construction mat BMPs:

- Mats should be in good condition to ensure proper installation, use and removal.

- Where feasible, mats should be carried and not dragged unless they are being used as a grading implement.
- Where feasible, place mats in a location that would minimize the amount needed for the wetlands crossing.
- Minimize impacts to wetland areas during installation, use, and removal.
- Install adequate erosion & sediment controls at approaches to mats to promote a smooth transition to, and minimize sediment tracking onto, swamp mats.
- In most cases, construction mats should be placed along the travel area so that the individual boards are resting perpendicular to the direction of traffic. No gaps should exist between mats. Place mats far enough on either side of the resource area to rest on firm ground.
- Provide standard construction mat BMP details to work crews.
- Construction mats shall be thoroughly cleaned before re-use to minimize spread of invasive species.

17. Temporary Fill

- Temporary fill, including but not limited to construction mats and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized work. Temporary fill shall be placed in its original location or disposed of at an upland site and suitably contained to prevent its subsequent erosion into waters of the U.S.
- All temporary fill and disturbed soils shall be stabilized to prevent its eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable. Temporary fill must be placed in a manner that will prevent it from being eroded by expected flows.
- Unconfined temporary fill authorized for discharge into waters of the U.S. shall consist of material that minimizes impacts to water quality (e.g., washed stone, stone, etc.).
- Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Materials shall be placed in a location and manner that does not adversely impact surface or subsurface water flow into or out of the wetland. Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric or other appropriate material laid on the pre-construction wetland grade where practicable to minimize impacts and to facilitate restoration to the original grade. Construction mats are excluded from this requirement.
- Construction debris and/or deteriorated materials shall not be located in waters of the U.S.

18. Restoration of Inland Wetland Areas

- Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be stabilized with a wetland seed mix containing only plant species native to New England and shall not contain any species listed in the “Invasive and Other Unacceptable Plant Species” Appendix D in the “New England District Compensatory Mitigation Guidance” found at <http://www.nae.usace.army.mil/Portals/74/docs/regulatory/Mitigation/CompensatoryMitigationGuidance.pdf>.
- The introduction or spread of invasive plant species in disturbed areas shall be controlled. If swamp or timber mats are to be used, they shall be thoroughly cleaned before re-use.
- In areas of authorized temporary disturbance, if trees are cut, they shall be cut at or above ground level and not uprooted to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.
- Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering, and vegetation schemes are approximately the same, unless otherwise authorized.

19. Coastal Bank Stabilization. Projects involving construction or reconstruction/maintenance of bank stabilization structures within USACE jurisdiction should be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable. For example, vertical bulkheads should only be used in situations where reflected wave energy can be tolerated. This generally eliminates bodies of water where the reflected wave energy may interfere with or impact harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. For more information, go to the USACE Coastal Engineering Manual (supersedes the Shore Protection Manual) located at <https://www.nae.usace.army.mil/Missions/Regulatory/Useful-Documents-Forms-and-Publications/>. Select “Products/ Services,” “Publications.” Part 5, Chapter 7-8, a (2) c.

20. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below OHW or HTL, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the U.S. during periods of low-flow or no-flow, or during low tides.

21. Aquatic Life Movements & Management of Water Flows

a. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity’s primary purpose is to impound water. Unless otherwise stated, activities impounding water in a stream require a PCN to ensure impacts to aquatic life species are avoided and minimized. All permanent and temporary crossings of waterbodies (e.g., streams, wetlands) shall be:

(1) Suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species; and

(2) Properly aligned and constructed to prevent bank erosion or streambed scour both adjacent to and inside the culvert. Permanent and temporary crossings of wetlands shall be suitably culverted, spanned or bridged in such a manner as to preserve hydraulic and ecological connectivity between the wetlands on either side of the road.

b. To avoid adverse impacts on aquatic organisms, the low flow channel/thalweg shall remain unobstructed during periods of low flow, except when it is necessary to perform the authorized work.

c. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

d. Refer to Appendix G for Stream Crossing BMPs.

22. Discharge of Pollutants. All activities involving any discharge of pollutants into waters of the U.S. authorized under these GPs shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 U.S.C. 1251), and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period deemed reasonable by the District Engineer in consultation with the Regional Administrator of the EPA. Applicants may presume that state water quality standards are met with issuance of the Section 401 WQC (applicable only to the Section 404 activity).

23. Spawning, Breeding, and Migratory Areas

a. Jurisdictional activities and impacts such as excavations, discharges of dredged or fill material, and/or suspended sediment producing activities in jurisdictional waters that provide value as fish migratory areas, fish and shellfish spawning or nursery areas, or amphibian and migratory bird breeding areas, during spawning or breeding seasons shall be avoided and minimized to the maximum extent practicable.

b. Jurisdictional activities in waters of the U.S. that provide value as breeding areas for migratory birds must be avoided to the maximum extent practicable. The permittee is responsible for obtaining any “take” permits required under the USFWS’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such “take” permits are required for a particular activity.

24. Storage of Seasonal Structures. Coastal structures, such as pier sections and floats, that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location, located above MHW and not in tidal wetlands. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate and the substrate seaward of MHW.

25. Environmental Functions and Values. The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner that minimizes any adverse impacts on existing fish, wildlife, and the environmental functions to the extent practicable. The permittee will discourage the establishment or spread of plant species identified as non-native invasive species by any federal or state agency.

26. Vernal Pools.

a. A PCN is required if a discharge of dredged or fill material is proposed within a vernal pool depression located within waters of the U.S.

b. GC 26(a) above does not apply to projects that are within a municipality that meets the provisions of a USACE-approved vernal pool Special Area Management Plan (SAMP) and are otherwise eligible for SV, and the applicant meets the requirements to utilize the vernal pool SAMP.

27. Invasive Species

a. The introduction, spread, or the increased risk of invasion of invasive plant or animal species on the project site, into new or disturbed areas, or areas adjacent to the project site caused by the site work shall be avoided. Hence, swamp and timber mats shall be thoroughly cleaned before reuse.

b. Unless otherwise directed by USACE, all applications for PCN inland projects proposing fill in USACE jurisdiction shall include an Invasive Species Control Plan. Additional information can be found at www.nae.usace.army.mil/missions/regulatory/invasive-species and <https://cipwg.uconn.edu/>

28. Permit/Authorization Letter On-Site. For PCN projects, the permittee shall ensure that a copy of these GPs and the accompanying authorization letter are at the work site (and the project office) whenever work is being performed, and that all personnel with operational control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of all contracts and sub-contracts for work that affects areas of USACE jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means these GPs, including GCs and the authorization letter (including its drawings, plans, appendices, and other attachments) and includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract as a change order. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire authorization letter, and no contract or sub-contract shall require or allow unauthorized work in areas of USACE jurisdiction.

29. Inspections. The permittee shall allow USACE to make periodic inspections at any time deemed necessary to ensure that the work is being or has been performed in accordance with the terms and conditions of this permit. To facilitate these inspections, the permittee shall complete and return to USACE the Work-Start Notification Form and the Compliance Certification Form when either is provided with a verification letter. The USACE may also require post-construction engineering drawings for completed work or post-dredging survey

drawings for any dredging work.

30. Maintenance. The permittee shall maintain the activity authorized by these GPs in good condition and in conformance with the terms and conditions of this permit. This does not include maintenance dredging projects. Maintenance dredging is subject to the review thresholds in Appendix A – General Permit #7 as well as any conditions included in a written USACE authorization. Maintenance dredging includes only those areas and depths previously authorized and dredged. Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2).

31. Property Rights. Per 33 CFR 320.4(g)(6), these GPs do not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations.

32. Transfer of GP Verifications. If the permittee sells the property associated with a GP verification, the permittee may transfer the GP verification to the new owner by submitting a letter to this office to validate the transfer. A copy of the GP verification must be attached to the letter, and the letter must contain the following statement and signature:

When the structures or work authorized by this general permit are still in existence at the time the property is transferred, the terms and conditions of this general permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this general permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

_____(Transferee)
_____(Date)

33. Modification, Suspension, and Revocation. These GPs and any individual authorization issued thereof may either be modified, suspended, or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7; and any such action shall not be the basis for any claim for damages against the United States.

34. Special Conditions. The USACE may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. These may be based on concerns from CT DEEP or a Federal resource agency. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties and/or restoration.

35. False or Incomplete Information. If USACE decides regarding the eligibility of a project under this permit, and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the authorization will not be valid, and the U.S. government may institute appropriate legal proceedings.

36. Abandonment. If the permittee decides to abandon the activity authorized under this General Permit, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of USACE.

37. Enforcement cases. These GPs do not apply to any existing or proposed activity in USACE jurisdiction associated with an on-going USACE or EPA enforcement action, until such time as the enforcement action is resolved or USACE determines that the activity may proceed independently without compromising the enforcement action.

38. Previously Authorized Activities

a. Completed projects that received prior authorization from USACE (via SV or PCN), shall remain authorized in accordance with the original terms and conditions of those authorizations, including their terms, general conditions, and any special conditions provided in a written verification.

b. Activities authorized pursuant to 33 CFR Part 330.3 (“Activities occurring before certain dates”) are not affected by these GPs.

39. Duration of Authorization

a. These GPs expire five years from the date issued as listed at the top of the cover sheet. Activities authorized by these GPs that have either commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will have an additional year from the expiration date to complete the work. The permittee must be able to document to USACE satisfaction that the project had commenced or was under contract by the expiration date of these GPs. If work is not completed within the one-year extended timeframe, the permittee must contact USACE. The USACE may issue a new authorization provided the project meets the terms and conditions of the CT GPs in effect at the time.

b. Activities authorized under these GPs will remain authorized until the GP expires, unless discretionary authority has been exercised on a case-by-case basis to require an Individual Permit in accordance with 33 CFR 325.2(e)(2), or the authorization is modified, suspended, or revoked in accordance with 33 CFR 325.7. Activities completed under the SV or PCN authorizations of these GPs will continue to be authorized after its expiration date.

APPENDIX C
STANDARD AQUACULTURE TERMS AND
CONDITIONS FOR GENERAL PERMIT 16

2021 Connecticut General Permits

Aquaculture activities authorized under GP 16 in Appendix A are subject to the applicable conditions and requirements of the Connecticut GPs in addition to the following Standard Aquaculture Terms and Conditions:

1. The permittee shall ensure that a copy of the project authorization (including its drawings, plans, appendices, and other attachments) is present on the vessel that attends the work site (and the project office), and that all appropriate personnel performing work at the site are fully aware of its terms and conditions.
2. All gear, including buoys shall be marked and maintained in a manner that will make it identifiable to the specific aquaculture project/lease.
3. Before the authorized structures are installed the project proponent must contact the CT DEEP Boating Division, Navigation Safety/Boating Access Unit, P.O. Box 280, 333 Ferry Road, Old Lyme, CT 06371-0280 to either obtain a waiver as to the need to install gear-area boundary marker buoys or submit a permit application and receive authorization for Regulatory Markers ([Link to Regulatory Marker Permit](#)). If the CT DEEP boating regulation does not apply, the applicant shall contact the U.S. Coast Guard (USCG), First District; Sector Long Island Sound, 120 Woodward Avenue, New Haven, CT 06512 (203-468-4401) or SECLISSPWSMarineEvent@uscg.mil to coordinate the proper buoy markers per 33 CFR 64. The permittee shall install and maintain lights, markings, and other features as the CT DEEP/USCG requires. *Note:* Documentation of this coordination will be necessary for existing operations that seek reconfigurations and/or new approvals for structures from the Department of Army and for authorizations from the CT DA/BA.
4. If the authorized gear is inadvertently shifted to a location outside of the bounds of the approved perimeter (as a result of adverse environmental conditions, breakage, or other unforeseen event), the permittee must submit the enclosed Aquaculture Gear Recovery Form to the Dept. of Agriculture, Bureau of Aquaculture within 48 hours of discovery (phone: 203-874-0696; facsimile: 203-783-9976; email: lori.scianna@ct.gov) and submit a courtesy copy to USACE (phone: 978-318-8338 facsimile: 978-318-8303 or via email: cenae-r-ct@usace.army.mil). This condition is to facilitate notification of marine safety police and regulatory agencies so that the public can be alerted to the presence of free-floating gear and to prompt mitigating action before the lost gear becomes a threat to either navigation, marine animals or the environment, either individually or cumulatively.
5. Gear may not be located over or within beds of submerged aquatic vegetation (SAV) such as eelgrass or turtle grass, and coastal wetlands (salt marsh), nor shall such beds or vegetated marsh areas be damaged or removed. Routine lease activity including cage maintenance, washing etc. shall not occur within 25 feet of the edge of beds of SAV.
6. All gear shall be designed and deployed in such a manner as to limit, to the greatest extent practicable, negative impacts on avian resources such as, but not limited to, shore birds, wading birds, or members of the waterfowl group. This is meant to include nesting, feeding or resting activities by migratory birds identified at 50 CFR 10.13.
7. To prevent introduction of aquatic nuisance species, no material that has been taken from a different waterbody may be reused in the current project area, unless it has been treated in accordance with the applicable

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regional/Connecticut aquatic nuisance species management plan (see https://www.fws.gov/anstaskforce/State%20Plans/CT_ANS_Plan.pdf).

8. Installation of structures, their mooring tackle and lines and any attendant vessels shall not create a hazard or interfere with existing navigation uses in the waterway, and structures shall be set back from the Federal Navigation Project (FNP) a distance of at least 200 feet. A list of Connecticut FNP projects can be obtained from the U.S Army Corps of Engineers <http://www.nae.usace.army.mil/Missions/Navigation/Connecticut-Projects/>.
9. The right of the public to traverse or utilize the waters not physically occupied by authorized structures and/or moored vessels within the areal limits of the authorized gear perimeter shall not be impeded.
10. The placement of cultch shall comply with all special conditions in Section 5, part (h), items (1) through (7) of the Connecticut DEEP, General Permit for Coastal Maintenance (DEEP-OLISP-GP2015-02) as listed below:
- Such placement of cultch shall only be conducted by a licensed shellfish operator in beds or areas designated for shell fishing under section 26-194 or section 26-242 of the General Statutes.
 - Such placement of cultch shall be conducted only in appropriate locations for colonization by oysters, based upon factors of salinity, water quality, water circulation patterns and substrate composition.
 - Such placement of cultch shall not be conducted in areas of tidal wetlands or submerged aquatic vegetation beds.
 - (Prior to the commencement of such placement of cultch, such licensed shellfish operator obtains all required authorizations from the Department of Agriculture Bureau of Aquaculture and Laboratory and the local shellfish commission, as applicable.
 - Prior to the commencement of such placement of cultch, such licensed shellfish operator obtains permission in writing from the owner or lessee of such shellfish bed or area.
 - Such placement of cultch shall be conducted in such a manner that it does not exceed a layer of cultch on the seafloor greater than 12" in depth.
 - Such placement of cultch shall be conducted such that the placement does not exceed 1,500 bushels per acre of seafloor.
11. The permittee shall be responsible to remove all gear and associated equipment within the leased or designated shellfish area if the operator surrenders or loses the right to its use.
12. The subject aquaculture activity shall not discernibly interfere with natural sedimentation and erosion processes.
13. Suspended cages or nets for the rearing or grow out of shellfish are permitted as Self Verification, provided they are located wholly below and within the footprint of an existing, authorized fixed or floating structure and provided there is a vertical clearance of at least 2 feet between the bottom of the gear and the sea floor at MLW. The structures that the gear will be adhered to must be in conformance with the structures permit for that "site."
14. Aquaculture projects authorized herein shall not interfere with public shore access at or below MHW or interfere with the access to any riparian or littoral property.
15. The following may be required as special conditions of an authorization to protect Federally-listed species:

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a. In season, the gear site shall be visited by an attendant surface vessel at least once a week, site conditions permitting. During the off season the vertical mooring lines will be visited bi-weekly. Any noticeable difference in surface buoy or line tension such as any gaps in the horizontal line or movement of vertical lines will prompt an investigation into the tension of that line. If a problem is identified, it will be corrected that day. This condition has been included to ensure that if an entanglement or other issue related to the stability of the system arises, that it will be expeditiously addressed by the permittee.

b. Seasonal gear including cages, lines and buoys shall be removed during the offseason or when not in use. The gear shall be stored in upland areas to minimize the effects of habitat exclusion, loss, or alteration.

c. Any in-water lines, ropes, or chains must be made of materials and installed in a manner to minimize or avoid the risk of entanglement by using thick, heavy, and taut lines that do not loop or entangle.

d. For lines that are suspended in the water column, the permittee shall maintain all project equipment, including vertical mooring lines, to ensure that constant tension is kept on the line at all tides. This requirement for counterweight on the vertical lines is intended to minimize the likelihood that the lines will entangle as they will hang straight down and will be less likely to wrap around appendages of endangered marine sea turtles/mammals.

e. On-board staff will maintain a vigilant watch for protected resources (sea turtles, whales, sturgeon, or marine mammals). during all transit vessel speeds shall be kept to a minimum and operate below a speed limit of 10 knots, where feasible.

f. Each sighting of a federally listed threatened or endangered sea turtle or fish shall be recorded and the following information shall be provided:

- (1) Date, time, coordinates of vessel
- (2) Visibility, weather, sea state
- (3) Vector of sighting (distance, bearing)
- (4) Duration of sighting
- (5) Species and number of animals
- (6) Observed behaviors (feeding, diving, breaching, etc.)
- (7) Description of interaction with aquaculture facility

g. If any listed species of sea turtle is observed to be entangled or otherwise interacting with the facility's structure, the permittee (or onboard staff) shall immediately contact NOAA Stranding Hotline at (866) 755-NOAA (6622) and email incidental.take@noaa.gov. The permittee should also contact the NOAA Fisheries Protected Resources Division, Gloucester, MA at (978) 281-9328. This condition is included to ensure that the proper authorities will be consulted in case of gear interaction with protected resources.

APPENDIX D - CONTACTS

1. FEDERAL

U.S. Army Corps of Engineers
New England District, Regulatory Division
696 Virginia Road
Concord, Massachusetts 01742-2751
(800) 343-4789 or (978) 318-8335
(978) 318-8303 (fax)
cenae-r-ct@usace.army.mil (email preferred)

Wild and Scenic Rivers
National Park Service
North Atlantic Region
15 State Street
Boston, Massachusetts 02109
(617) 223-5203

Federal Endangered Species
U. S. Fish and Wildlife Service
70 Commercial Street, Suite 300
Concord, New Hampshire 03301-5087
(603) 223-2541

Federal Endangered Species &
Essential Fish Habitat
National Marine Fisheries Service
55 Great Republic Drive
Gloucester, MA 01930
(978) 281-9102
(978) 281-9301 (fax)

U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Boston, Massachusetts 02109
(617) 918-2000

2. STATE OF CONNECTICUT

Department of Energy & Environmental Protection
<https://portal.ct.gov/DEEP/Permits-and-Licenses/Permits-and-Licenses>

Land and Water Resource Division (LWRD)
79 Elm Street
Hartford, Connecticut 06106-5127
(860) 424-3034
<https://portal.ct.gov/DEEP/Permits-and-Licenses/Land-and-Water-Resource-Division-LWRD-Applications>

Aquaculture Projects
Connecticut Department of Agriculture
Bureau of Aquaculture & Laboratory
PO Box 97
Milford, CT 06460
(203) 874-0696

State Endangered Species
Bureau of Natural Resources
Wildlife Division
Natural Diversity Data Base
79 Elm Street
Hartford, Connecticut 06106-5127
(860) 424-3011

3. HISTORIC RESOURCES

Tribal Historic Preservation Officers

Mashantucket Pequot Tribal Nation
Marissa Turnbull, THPO
550 Trolley Line Boulevard
P. O. Box 3202
Mashantucket, Connecticut 06338-3202
(860) 396-6887
(860) 396-6914 (fax)

Mohegan Tribe of Indians of Connecticut
James Quinn, Tribal Historic Preservation Officer
13 Crow Hill Rd.
Uncasville, CT 06382
(860) 862-6393
(860) 862-6395 (fax)

Archaeological Information

State Historic Preservation Office
Department of Economic and Community Development
Mary Dunne, State Historic Preservation Officer
45 Columbus Boulevard, Suite 5
Hartford, Connecticut 06103
(860) 256-2800 (main)
(860) 256-2764 (direct)

Office of State Archaeology

Sarah Sportman, CT State Archaeologist
354 Mansfield Road, Unit 1176
Storrs, Connecticut 06269
860-486-5248

4. ORGANIZATIONAL WEBSITES

U. S. Army Corps of Engineers – New England District	www.nae.usace.army.mil/missions/regulatory.aspx
U. S. Army Corps of Engineers Headquarters	www.usace.army.mil (click “Regulatory Permits”)
U.S. Environmental Protection Agency	www.epa.gov/owow/wetlands/
National Marine Fisheries Service	www.nmfs.noaa.gov
U.S. Fish and Wildlife Service	www.fws.gov
National Park Service	www.nps.gov/rivers/index.html/
Federal Emergency Management Agency	www.fema.gov
Connecticut Dept. of Energy & Environmental Protection	http://www.ct.gov/deep/site/default.asp
U.S. EPA, Region 1 – Urban Runoff: Low Impact Development	https://www.epa.gov/nps/urban-runoff-low-impact-development
U.S. Environmental Protection Agency – Green Infrastructure website	www.epa.gov/greeninfrastructure



**US Army Corps
of Engineers**
New England District

Appendix E: Self-Verification Notification Form

This form is required for all inland projects in Connecticut, but it is not required if work is done within boundaries of Mashantucket Pequot or Mohegan Tribal Lands. At least two weeks before work commences, complete all fields (write "none" if applicable) below, send this form, Official Species List (see GC 12), documentation of THPO and SHPO notifications if applicable, site location map, project plans (not required for projects involving the installation of construction mats only) and any State or local approval(s) to:

Regulatory Division, Branch B
U.S. Army Corps of Engineers
696 Virginia Road
Concord, MA 01742-2751
or cenae-r-ct@usace.army.mil

and

CT DEEP
79 Elm Street
Hartford, CT 06106-5127
DEEP.LWRDRegulatory@ct.gov

State Permit Number: _____ Date of State Permit: _____

Permittee: _____

Address, City, State & Zip: _____

Phone(s) and Email: _____

Agent: _____

Address, City, State & Zip: _____

Phone(s) and Email: _____

Contractor: _____

Address, City, State & Zip: _____

Phone(s) and Email: _____

Project Name: _____

Project Location (provide detailed description & locus map):

Address, City, State & Zip: _____

Lat. ° N, Long ° (Decimal Degrees): _____

Waterway Name: _____

Proposed Work Dates: Start: _____ Finish: _____

Work will be done under the following GPs (circle all that apply):

2	5	6	9	10	11	12	13	14	15	17	18	19	21
---	---	---	---	----	----	----	----	----	----	----	----	----	----

Area of Wetland Impacts (SF): Permanent: _____ Temporary: _____

Area of Waterway Impacts (SF): Permanent: _____ Temporary: _____

TOTAL Project Impact (SF): Permanent: _____ Temporary: _____

Describe the specific work that will be undertaken in waters and wetlands: _____

Have the THPOs and the CT SHPO been notified of the proposed work per the procedures in GC 11? If so, attach any responses received to this form.

Yes _____ date contacted _____ No _____

Are there Federally listed endangered/threatened species, other than the northern long-eared bat, present? (see GC 12) Yes _____ No _____

Confirm no SAVs are present or will be impacted: Yes _____ No _____

Applicable to GPs:

2	5	6	9	10	11	12	13	14	15	17	18	19	21
---	---	---	---	----	----	----	----	----	----	----	----	----	----

Confirm no unconfined work with impact to diadromous fish (see App. H): Yes _____ No _____

Applicable to GPs:

2	5	6	9	10	19
---	---	---	---	----	----

Confirm work complies with Stream Crossing BMPs (see App. G): Yes _____ No _____

Applicable to GPs:

2	6	17	19
---	---	----	----

If GP 19 and work does not comply with Appendix G, identify date of Interagency Meeting where waiver was granted: Date of Meeting: _____

Identify interagency participants: CT DEEP: _____ USACE: _____

Will your project include any secondary effects? (Secondary effects include, but are not limited to, non-tidal waters or wetlands drained, flooded, fragmented, or mechanically cleared resulting from a single and complete project. See Appendix F - Definitions.) If YES, describe here:

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Connecticut GPs.

Permittee Signature: _____ Date: _____

APPENDIX F - DEFINITIONS

Artificial or Living Reef: A structure that is constructed or placed in waters for the purpose of enhancing fishery resources and commercial and recreational fishing opportunities.

Biodegradable: A material that decomposes into elements found in nature within a reasonably short period of time and will not leave a residue of plastic or a petroleum derivative in the environment after degradation. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation. Examples of biodegradable materials include jute, sisal, cotton, straw, burlap, coconut husk fiber (coir) or excelsior. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation. Photodegradable, UV degradable or Oxo-(bio)degradable plastics are not considered biodegradable under this GP.

Boating facilities: These provide, rent, or sell mooring space, such as marinas, boat/yacht clubs, boat yards, dockominiums, town facilities, dockominiums, etc. Not classified as boating facilities are piers shared between two abutting properties or town mooring fields that charge an equitable user fee based on the actual costs incurred.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Confined Aquatic Disposal (CAD): The process of disposing dredged material, sometimes determined to be unsuitable for unconfined disposal in an aquatic environment in a manner to sequester it from the overlying water column. When this disposal takes place into a natural or constructed depression on the seafloor, it is referred to as a CAD cell.

Construction mats: Construction, swamp and timber mats (herein referred to as “construction mats”) are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. This definition does not include “corduroy roads”.

Corduroy roads: Roads made from cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures.

Cumulative effects: The changes in an aquatic ecosystem that are attributable to the collective effect of several individual 1) discharges of dredged or fill material, or 2) structures. Although the impact of a particular discharge may constitute a minor change, the cumulative effect of numerous such piecemeal changes can result in a major impairment of the water resources and interfere with the productivity and water quality of existing aquatic ecosystems. See 40 CFR 230.11(g).

Currently serviceable: Useable as is or with some minor maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Dredged material & discharge of dredged material: These are defined at 33 CFR 323.2(c) and (d). The term dredged material means material that is excavated/dredged from waters of the United States.

Dredging:

- **Improvement Dredging:** For the purposes of these GPs, this is dredging deeper than previously authorized by the Corps or dredged.
- **Maintenance Dredging:** For the purposes of these GPs, this is dredging from an area previously authorized by the Corps or dredged. The Corps may require proof of authorization and dredging. Maintenance dredging typically refers to the routine removal of accumulated sediment to maintain the design depths of serviceable navigation channels, harbors, marinas, boat launches and port facilities. Maintenance dredging is conducted for navigational purposes and does not include any expansion of

the previously dredged area. The Corps may review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS, shellfish, etc.

- **New Dredging:** For the purposes of these GPs, this is dredging of an area that has never been authorized by the Corps and dredged, including expansion of previously dredged areas. New dredging may also include those activities that do not meet the definition of maintenance dredging, as determined by the Corps.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Expansions: Work that increases the footprint of fill, depth of basin or drainage feature, structures, or floats, or slip capacity.

Footprint (boating facility): The limit of structures, such as docks, pilings, piers, or platforms, at an established marina or docking facility.

Fill material & discharge of fill material: These are defined at 33 CFR 323.2(e) and (f). The term fill material is defined as material placed in waters of the U.S. where the material has the effect of either replacing any portion of a water of the U.S. with dry land or changing the bottom elevation of any portion of a water of the U.S.

Federal navigation projects (FNPs): These areas are maintained by the Corps; authorized, constructed and maintained on the premise that they will be accessible and available to all on equal terms; and are comprised of Corps Federal anchorages, Federal channels and Federal turning basins. Information, including the limits, is provided at <http://www.nae.usace.army.mil/Missions/Navigation.aspx>

FNP buffer zone: The buffer zone of a Corps FNP is equal to three times the authorized depth of the FNP. For additional information see <http://www.nae.usace.army.mil/Missions/Navigation/Connecticut-Projects/>

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along the shore objects, a continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

In the dry: Work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable.

Individual Permit: A Department of the Army authorization that is issued following a case-by-case evaluation of a specific structure or work in accordance with the procedures of 33 CFR 322, or a specific project involving the proposed discharge(s) in accordance with the procedures of 33 CFR 323, and in accordance with the procedures of 33 CFR 325 and a determination that the proposed discharge is in the public interest pursuant to 33 CFR 320.

Living shoreline: Living shorelines stabilize banks and shores in coastal waters along shores with small fetch and gentle slopes that are subject to low-to mid-energy waves. A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural “soft” elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) to dissipate wave energy and to collect naturally deposited sediment for added protection and stability.

Maintenance:

a. The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – “Activities occurring before certain dates,” provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification.

- Minor deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized.
- Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.
- No seaward expansion for bulkheads or any other fill activity is considered SV maintenance.
- Only structures or fills that were previously authorized and comply with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the SV or PCN thresholds in Section V.

b. The state’s maintenance provisions may differ from the Corps and may require reporting and written authorization from the state.

c. Contact the Corps to determine whether stream crossing replacements require a PCN.

d. **Exempted Maintenance.** In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: “Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design.”

Navigable waters of the United States: Navigable waters of the U.S. are those waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce. The Connecticut River has been determined to be a Navigable water of the United States. Refer to Title 33 CFR Part 329.

Ordinary High Water Mark (OHW): A line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas. See 33 CFR 328.3(e).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: reestablishment and rehabilitation.

Secondary effects: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material.

Information about secondary effects on aquatic ecosystems shall be considered prior to the time final Section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are: a) aquatic areas drained, flooded, fragmented, or mechanically cleared, b) fluctuating water levels in an impoundment and downstream associated with the operation of a dam, c) septic tank leaching and surface runoff from residential or commercial developments on fill, and d) leachate and runoff from a sanitary landfill located in waters of the U.S. See 40 CFR 230.11(h).

Shellfish dredging/harvesting: Shellfish dredging typically consists of a net on a frame towed behind a boat to capture shellfish and leave the sediment behind. Dredges may skim the surface, utilize hydraulic jets, toothed rakes or suction apparatus.

Special aquatic sites: These include inland and saltmarsh wetlands, mud flats, vegetated shallows (submerged aquatic vegetation), sanctuaries and refuges, coral reefs, and riffle and pool complexes. These are defined at 40 CFR 230.3 and listed in 40 CFR 230 Subpart E.

Stream bed: The substrate of the stream channel between the OHW marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the streambed, but outside of the OHW marks, are not considered part of the streambed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the U.S.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Submerged aquatic vegetation: Submerged aquatic vegetation (SAV) such as eelgrass is known to play a critical ecosystem role. The U.S. Environmental Protection Agency (EPA) has designated SAV (referred to as vegetated shallows in the Section 404(b)(1) Guidelines), including eelgrass, as "special aquatic sites" under the 404(b)(1) Guidelines due to its important role in the marine ecosystem for nesting, spawning, nursery cover and forage areas for fish and wildlife. Furthermore, the MAFMC has designated SAV, including eelgrass as a Habitat Area of Particular Concern (HAPC) for summer flounder EFH and the NEFMC has designated SAV as part of the nearshore juvenile Atlantic cod HAPC.

Seagrasses provide important ecological services including fish and shellfish habitat, and shorebird feeding habitats, nutrient and carbon cycling, sediment stabilization, and biodiversity (Thayer et al 1984, Fonseca and Cahalan 1992, Fonseca et al., 1998, Kenworthy et al 1998, Orth et al., 2006). In many

locations along the east coast, eelgrass coverage has declined by fifty percent or more since the 1970's (Thayer et al. 1975, Short et al. 1993, Short and Burdick 1996). Loss of eelgrass is attributed to reduced water quality and clarity resulting from elevated inputs of nutrients or other pollutants such as suspended solids and disturbances such as dredging (Kemp et al. 1983, Short et al. 1993, Short and Burdick 1996, Orth et al. 2006). Eelgrass may also be adversely affected through shading and burial or smothering resulting from turbidity and subsequent sedimentation (Deegan and Buchsbaum 2005, Duarte et al. 2005, Johnson et al. 2008). In Massachusetts, surveys from 1995 to 2007 have shown statewide declines in seagrass cover in 90% of the embayments where it was studied (Costello and Kentworthy, 2010). In New Hampshire, eelgrass distribution throughout the entire Great Bay Estuary has declined precipitously since 1996, with a loss of 76% in the Great Bay and extirpation of nearly all beds in the Piscataqua River during that time (Short 2013). Given the widespread decline in eelgrass beds in New England, any additional loss to this habitat will likely significantly affect the resources that depend on these meadows. Successful compensatory mitigation for impacts to SAV can be costly and difficult to implement, making this habitat especially vulnerable to permanent loss.

Temporary impacts: Temporary impacts include waters of the U.S. that are temporarily filled, flooded, excavated, drained or mechanically cleared because of the regulated activity and restored to preconstruction contours and elevations upon completion of construction.

Tide gates: Structures such as duckbills, flap gates, manual and self-regulating tide gates, etc. that regulate or prevent upstream tidal flows.

Utility Line: Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, data, and telegraph messages, and radio and television communication. The term utility line does not include activities that drain a water of the U.S., such as drainage tile or French drains, but it does apply to pipes conveying drainage from another area.

Vegetated shallows: Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass and widgeon grass (*Ruppia maritima*) in marine systems (doesn't include salt marsh) as well as several freshwater species in rivers and lakes. Note: These areas are also commonly referred to as submerged aquatic vegetation (SAV).

Vernal pools (VPs): For the purposes of these GPs, VPs are depressional wetland basins that typically go dry in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending upon landscape position and parent material(s). In most years, VPs support one or more of the following obligate indicator species: wood frog, spotted salamander, blue-spotted salamander, marbled salamander, Jefferson's salamander and fairy shrimp. However, they should preclude sustainable populations of predatory fish. VP areas are:

- Depression (includes the VP depression up to the spring or fall high water mark, and includes any vegetation growing within the depression),
- Envelope (area within 0-100 feet of the VP depression's edge), and
- Critical terrestrial habitat (area within 100-750 feet of the VP depression's edge).

The envelope and critical terrestrial habitat protect the water quality of the breeding site (e.g., providing shade, leaf litter, and coarse woody material) and support the non-larval life-cycle stages of amphibian species. Note: The Corps may determine that a waterbody should not be designated as a VP based on available evidence.

Weir: A barrier across a river designed to alter the flow characteristics. In most cases, weirs take the form of a barrier, smaller than most conventional dams, across a river that causes water to pool behind the structure (not unlike a dam) and allows water to flow over the top. Weirs are commonly used to alter the flow regime of the river, prevent flooding, measure discharge and help render a river navigable.

Waters of the United States: Waters of the U.S. are defined in 33 CFR 328. These waters include more than navigable waters of the U.S. and are the waters where permits are required for the discharge of dredged or fill material pursuant to Section 404 of the CWA. Waters of the U.S. include jurisdictional wetlands.

CT DEEP WQC Definitions:

Special Wetlands: Include vernal pools, bogs, fens, cedar swamps, spruce swamps, calcareous seepage swamps, and wetlands that provide habitat for threatened or endangered species or species of special concern as designated by the State of Connecticut Natural Diversity Database. The following definitions for bogs, calcareous seepage wetlands, cedar swamps, fens, spruce swamps, and vernal pools apply for the purposes of this GP:

Calcareous Seepage Swamp: A forested wetland characterized by the discharge of groundwater with a chemistry influenced by an underlying limestone geology.

Cedar Swamp: A forested wetland characterized by the presence of Northern White Cedar or Atlantic White Cedar.

Fen: A peat accumulating wetland dominated by sedges and/or ericaceous shrubs. Typical plant species include low sedges, ericaceous shrubs, sphagnum and other mosses.

Spruce Swamp: A forested wetland characterized by the presence of Red or Black Spruce.

Vernal Pool: An often temporary body of water occurring in a shallow depression of natural or human origin that fills during spring rains and snow melt and typically dries up during summer months. Vernal pools support populations of species specially adapted to reproducing in these habitats. Such species may include wood frogs, mole salamanders (*Ambystoma* sp.), fairy shrimp, fingernail clams, and other amphibians, reptiles, and invertebrates. Vernal pools lack breeding populations of fish. All vernal pools are subject to the jurisdiction of the CT DEEP under Connecticut Water Quality Standards.

Threatened, Endangered or Special Concern Species; Significant Natural Communities/Critical Habitats: Species listed by CT DEEP pursuant to Chapter 495 of the Connecticut General Statute as threatened or endangered species or species of special concern. General locations of threatened and endangered species and species of special concern, and significant natural communities/critical habitats are identified on maps published by the Connecticut Department of Energy and Environmental Protection entitled “Natural Diversity Data Base Areas” and on the CTECO Interactive Map Viewers at www.cteco.uconn.edu.

Adverse Effect to Hydraulic Characteristics: An adverse effect to hydraulic characteristics includes an increase in flood water surface elevation, an increase in flood flow velocity or a restriction of flood low conveyance in a manner that would impact upstream, downstream, or adjacent property.

APPENDIX G – STREAM CROSSING BEST MANAGEMENT PRACTICES (BMPs)

Design and construction guidance may be found in the U.S. Forest Service stream simulation manual, “Stream Simulation: An Ecological Approach to Providing Passage for Aquatic Organisms at Road-Stream Crossings”¹. Section 5.3.3 Headcutting Potential and 6.2 Design of the Stream-Simulation Channel Bed are particularly relevant. Sections 7.5.2.3 Construction Methods and 8.2.11 Stream-Simulation Bed Material Placement both show important steps in the project construction. Chapter 6.1 is relevant for proper alignment and construction to prevent bank erosion or streambed scour.

Permanent Crossings in Tidal Streams

These are relevant for new and replacement crossings and culvert extensions.

1. Match the velocity, depth, cross-sectional area, and substrate of the existing stream outside the crossing, if it exists, and size crossings such that they do not restrict tidal flow over the full natural tide range seaward of the crossing. The Corps will typically require a low-lying property analysis to ensure flooding is not a concern.
2. Construct crossings in dry conditions.

Permanent Crossings in Non-Tidal Streams

These are relevant for new and replacement crossings and culvert extensions.

1. Span² streams or size culverts or pipe arches such that they are wider than bankfull width (BFW). Single span structures are required to the extent practicable as they avoid or minimize disruption to the streambed and avoid entire streambed reconstruction and maintenance inside the culvert or pipe arch (see 4, 5 & 7 below), which may be difficult in smaller structures. The span width of bridges, box culverts and arches at bankfull elevation should be ≥ 1.2 times BFW where practicable. In many cases bankfull width is not necessarily interchangeable with the elevation of ordinary high water.³
2. Embed culverts or pipe arches below the grade of the streambed. This is not required when ledge/bedrock and/or utilities prevents embedment, in which case spans are preferred. The following depths are recommended to prevent streambed washout, and ensure compliance and long-term success:
 - a. ≥ 1 -2 feet for box culverts and pipe arches⁴, or
 - b. ≥ 1 -2 feet and at least 25% for round pipe culverts.
3. Match the culvert gradient (slope) with the stream channel profile.
4. Construct crossings carrying normal flows with a natural bottom substrate within the structure matching the characteristics of the substrate in the natural stream channel and the banks (mobility, slope, stability, confinement, grain and rock size) at the time of construction and over time as the structure has had the opportunity to pass substantial high flow events.

¹ www.nae.usace.army.mil/missions/regulatory.aspx >> “Stream and River Continuity.”

² For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream. The use of bridge piers or similar supports, where necessary, does not prevent a structure from being considered as a span.

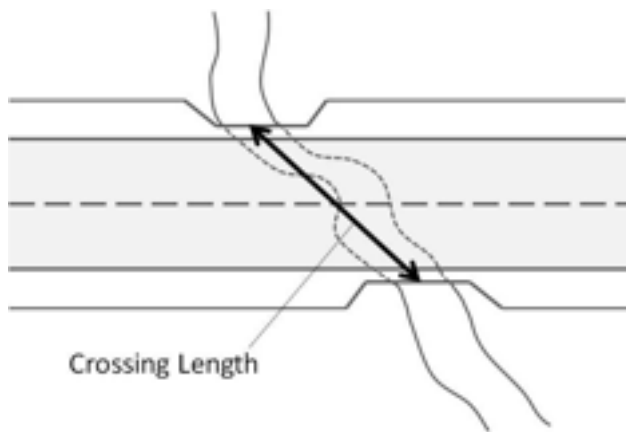
³ BFW corresponds with “bankfull stage” and this should be field delineated in accordance with the U.S. Forest Service also found at <https://www.nae.usace.army.mil/Missions/Regulatory/Stream-and-River-Continuity/>

⁴ For 2(a) and 2(b), deeper embedment depths may be needed if there are elements of the constructed stream bed that are greater than 15 inches in diameter.

5. Construct crossings with appropriate bed forms and streambed characteristics so that water depths and velocities are comparable to those found in the natural channel at a variety of flows at the time of construction and over time. In order to provide appropriate water depths and velocities at a variety of flows and especially low flows, it is usually necessary to reconstruct the streambed (sometimes including a low flow channel) or replicate or preserve the natural channel within the structure. Otherwise, the width of the structure needed to accommodate higher flows will create conditions that are too shallow at low flows. The grain and rock size, and arrangement of streambed materials within the structure should be in accordance with (4) above. Flows could go subsurface within the structure if only large material is used without smaller material filling the voids.

6. *Openness > 0.82 feet (0.25 meters)*

Openness is the cross-sectional area of a structure opening divided by its crossing length when measured in consistent units (e.g. feet). For a box culvert, openness = (height x width) / length.



For crossing structures with multiple cells or barrels, openness is calculated separately for each cell or barrel. At least one cell or barrel must meet the appropriate openness standard. The embedded portion of a culvert is not included in the calculation of cross-sectional area for determining openness.⁵

Openness > 0.82 feet is recommended to make the structure more likely to pass small, riverine wildlife such as turtles, mink, muskrat and otter that may tend to

avoid structures that appear too constricted. This openness standard is too small to accommodate large wildlife such as deer, bear, and moose. Structures that meet this openness standard are much more likely than traditional culverts to pass flood flows and woody debris that would otherwise obstruct water passage. It is likely that most structures that meet all the other general standards will also meet this openness standard. However, for some very long structures it may be impractical or impossible to meet this standard.

7. Construct banks on each side of the stream inside the span that match the horizontal profile of the existing stream and banks outside the span. To prevent failure, all constructed banks should have a height to width ratio of no greater than 1:1.5 (vertical:horizontal) unless the stream is naturally incised. Tie the banks into the up and downstream banks and configure them to be stable during expected high flows. Use materials that match the up and downstream banks (avoid the use of angular riprap and armored slopes, except where necessary for structural reasons, in which case they should be top-dressed with natural stream bed material). Construct a wildlife shelf on at least one of the banks. The constructed banks (with a wildlife shelf) will allow for terrestrial passage for wildlife and prevent flow from being focused to one side and scouring the bed, especially against the structure's sidewall which may undermine the footings in the case of spans.

⁵ An Openness Ratio Spreadsheet shows how to calculate the open area for embedded pipe culverts to meet the 0.82 standard for openness. See www.nae.usace.army.mil/missions/regulatory.aspx >> Stream and River Continuity.

Temporary Crossings in Non-Tidal Streams

Temporary crossings shall consist of spans, culverts, construction mats or fords designed and constructed as follows:

1. All temporary crossings:
 - a. Impacts to the streambed or banks require restoration to their original condition (see U.S. Forest Service stream simulation manual referenced on page 1 of this document for stream simulation restoration methods). Use geotextile fabric or other appropriate bedding for stream beds and approaches where practicable to ensure restoration to the original grade.
 - b. Avoid excavating the stream or embedding crossings.
2. Culverts:
 - a. Install energy dissipating devices downstream if necessary, to prevent scour.
3. Stream fords: Equipment may ford streams when: it is not feasible to construct a span or culvert (e.g., streams having no or low banks, emergency situations); the natural stream bed and banks consist of ledge, rock or sand that prevents disturbance and turbidity; and there is a stable, gradual approach.
4. Spans: Anchor spans where practicable so they do not wash out during high water.
5. Construction mats: Build construction mat stream crossings in accordance with the Construction Mat BMPs, specifically the Wetland/Stream Channel Crossing section. See www.nae.usace.army.mil/missions/regulatory.aspx >> [State General Permits](#) >> Connecticut General Permit Documents.

APPENDIX H

DIADROMOUS FISH IN CONNECTICUT

2021 Connecticut General Permit

DIADROMOUS FISH IN CONNECTICUT

Diadromous fish are a type of fish that move between salt and fresh water, usually for feeding or reproduction. Anadromous fish are a subset of diadromous fish that spend most of their lives in the coastal waterway as adults, but then migrate to fresh water to breed. Thus, young anadromous fish begin their life in freshwater, swim to the sea to feed and mature, then return to the rivers of their birth to reproduce. Diadromous fish are some of the more ecologically and economically important fish species in the region.

ANADROMOUS FISH IN CONNECTICUT:

Blueback herring (<i>Alosa aestivalis</i>)	Gizzard shad (<i>Dorosoma cepedianum</i>)
Alewife (<i>Alosa pseudoharengus</i>)	Striped bass (<i>Morone saxatilis</i>)
American shad (<i>Alosa sapidissima</i>)	Sea lamprey (<i>Petromyzone marinus</i>)

HOW TO DETERMINE IF ANY OF THE ANADROMOUS FISH ABOVE ARE AT MY PROJECT SITE

To see if any of the fish species above may be in the waterway affiliated with your project go to the Fisheries Division, Migratory-Fish-Runs-of-Connecticut webpage at <https://portal.ct.gov/DEEP/Fishing/Fisheries-Management/Migratory-Fish-Runs-of-Connecticut>.

ENDANGERED STURGEON IN CONNECTICUT:

Shortnose sturgeon (<i>Acipenser brevirostrum</i>)	Atlantic sturgeon (<i>Acipenser oxyrinchus oxyrinchus</i>)
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The shortnose sturgeon and shortnose sturgeon populations that are present in Connecticut are both listed under the Endangered Species Act. Critical habitat for Atlantic sturgeon was designated in the Connecticut River and the Housatonic River in 2012. Species presence and designated critical habitat can be viewed by going to <https://noaa.maps.arcgis.com/apps/webappviewer/index.html>. See General Condition 11 of these CT GPs for more information and conditional requirements.

CATADROMOUS FISH IN CONNECTICUT

American eel (*Anguilla rostrata*)

Catadromous fish spend most of their adult life in fresh water, then migrate to salt water where they return to the Sargasso Sea to reproduce. The only catadromous fish in Connecticut is the American eel, which are found in all waterbodies in Connecticut except for the following locations:

- East Branch Farmington River and tributaries upstream of the Saville Dam in Barkhamsted.
- West Branch Farmington River and tributaries upstream of the Goodwin Dam in Hartland.
- Shepaug River and tributaries upstream of the Shepaug Reservoir Dam in Warren.

CONDITIONS AND TIME OF YEAR RESTRICTIONS (TOYRS) TO PROTECT ANADROMOUS FISH

These GPs use conservation recommendations to minimize adverse impact to anadromous fish in Connecticut waterways. The following conditions are required for work under Self-Verification:

- Unconfined, in-stream work, not including installation and removal of cofferdams, is limited to the low-flow period, July 1 – September 30 unless the agencies require a different resource-driven time of year restriction.
- In-water work is prohibited from April 1 to June 30 unless it occurs behind a cofferdam (see above).
- In non-tidal streams, controls shall only be installed and removed during the approved window for work (July 1 – March 31) and must not encroach >25% of the stream width measured from OHW during the prohibited work window.



Tammy Turley, Regulatory Division
U.S. Army Corps of Engineers New England District
696 Virginia Road
Concord, MA 01742-2751

RE: SECTION 401 WATER QUALITY CERTIFICATION

Department of the Army
General Permits for the State of Connecticut 2021
CT DEEP License No.: WQC-202108351 (Non-Tidal),
WQC-202108352 (Tidal) & FCC-202108353

NON-TIDAL WATERS, WETLANDS AND WATERCOURSES

Pursuant to Section 401 of the Federal Clean Water Act (33 USC 1341), and except for those activities specifically waived or denied herein, Water Quality Certification is hereby **granted with conditions** for activities that comport with the water quality standards contained within section 22a-426-1 et seq. of the Regulations of Connecticut State Agencies and with terms, limitations and conditions specified in this Certification for the Department of the Army, Regional General Permits for the State of Connecticut ("RGPs"), dated July 16th and revised July 19th, 2021 for activities, including but not limited to, the construction or operation of facilities, which may result in any discharge into the waters of the State. Such terms, limitations and conditions of this permit are outlined in the **General Terms and Conditions** contained herein.

This certification does not apply in cases where the Commissioner has deemed an activity to have greater than minimal direct, indirect, secondary or cumulative impacts to state waters.

Pursuant to Section 401 of the Federal Clean Water Act (33 USC 1341), Water Quality Certification is hereby **waived** in entirety for GP 10., GP 11., GP 12., GP 13., GP 14. and GP 15.

Further, the following limited activities that are potentially authorized by this RGP are **not eligible** for Section 401 Water Quality Certification under this general permit certification and will instead require an individual Section 401 Water Quality Certification:

Detention or retention of stormwater in non-tidal waters, wetlands or watercourses including any watercourse or wetland crossing that by design or default functions to provide stormwater detention, and any construction of a stormwater detention or retention basin in non-tidal waters or wetlands.

Piping, boxing, enclosing or covering of a non-tidal watercourse for a purpose other than a driveway or roadway crossing.

Activities with direct, indirect or secondary impact(s) to: Special Wetlands ⁽¹⁾, Threatened, Endangered, or Special Concern Species ⁽²⁾, Significant Natural Communities/Critical Habitats ⁽²⁾ identified by the Connecticut Natural Diversity Database.

Activities within a FEMA established floodplain that would adversely affect the hydraulic characteristics of the floodplain ⁽³⁾.

TIDAL, COASTAL AND NAVIGABLE WATERS

With respect to tidal, coastal and navigable waters, Section 401 Water Quality Certification is granted conditionally for Self-Verification (SV) and Pre-Construction Notification (PCN) eligible activities. The conditional granting of Section 401 Water Quality Certification for SV and PCN eligible activities is subject to the applicant obtaining the appropriate Structures, Dredging and Fill authorization, Tidal Wetland authorization, or Coastal Consistency Concurrence, and the Commissioner finding that the activity is reasonably likely to have no more than minimal impact on water quality individually or cumulatively. Substantive evaluations of consistency of individual activities, listed under the GP in Section 2, paragraph II. with state water quality standards and coastal management policies will be conducted at the time of application.

Pursuant to Section 307(c)(1) of the Coastal Zone Management Act the proposed regional general permits were reviewed and determined to be consistent with the enforceable policies of Connecticut's federally approved Coastal Management Program as contained in Sections 22a-90 through 22a-112 of the Connecticut General Statutes

GENERAL TERMS AND CONDITIONS

Section 401 Water Quality Certification **granted with the following conditions** for **NON-TIDAL WATERS, WETLANDS and WATERCOURSES**, and **TIDAL, COASTAL and NAVIGABLE WATERS**:

1. **Activities in Non-tidal Waters.** A written determination of concurrence of eligibility for Section 401 Water Quality Certification prior to the start of construction from the Commissioner is required for all Pre-Construction Notification (PCN) for non-tidal activities. Applicants seeking a written concurrence of eligibility for PCN activities must submit an application to the Connecticut Department of Energy and Environmental Protection (CT DEEP) on

such form as the Commissioner may prescribe and with such information as the Commissioner deems necessary to fulfill the purposes of Section 401 of the Federal Clean Water Act and to determine compliance with the conditions of this Water Quality Certification. Upon completion of the review and evaluation of such application, the Commissioner will issue either a written concurrence of eligibility determination of Section 401 Certification upon such terms, limitations or conditions as the Commissioner deems necessary, or a written determination that an individual Section 401 Water Quality Certification is required for the proposed activity or activities. CT DEEP shall give the applicant a written concurrence of eligibility or a notification that the applicant must obtain an individual 401 Water Quality Certification within 120 days of receiving a complete request for a concurrence of eligibility.

2. **Best Management Practices.** In constructing or maintaining the activities authorized herein, the permittee shall employ best management practices in accordance with Section 22a-426-1 of the Regulations for Connecticut State Agencies, consistent with the terms and conditions of this certificate, to control storm water discharges and erosion and sedimentation and to prevent pollution. Such practices to be implemented by the permittee at the site include, but are not necessarily limited to:
 - a. Prohibiting dumping of any quantity of oil, chemicals or other deleterious material on the ground;
 - b. Immediately informing the Commissioner's Oil and Chemical Spill Response Division at (860) 424-3338 (24 hour phone line) of any adverse impact or hazard to the environment, including any discharges, spillage, or loss of oil or petroleum or chemical liquids or solids, which occurs or is likely to occur as the direct or indirect result of the activities authorized herein;
 - c. Separating staging areas at the site from the regulated areas by silt fences or straw/hay bales at all times;
 - d. Prohibiting storage of any fuel and refueling of equipment within twenty-five (25) feet from any wetland or watercourse;
 - e. Preventing pollution of wetlands and watercourses in accordance with the document "Connecticut Guidelines for Soil Erosion and

Sediment Control" as revised. Said controls shall be inspected by the permittee for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The permittee shall correct any such deficiencies within 48 hours of said deficiencies being found;

- f. Stabilizing disturbed soils in a timely fashion to minimize erosion. If a grading operation at the site will be suspended for a period of thirty (30) or more consecutive days, the permittee shall, within the first seven (7) days of that suspension period, accomplish seeding and mulching or take such other appropriate measures to stabilize the soil involved in such grading operation. Within seven (7) days after establishing final grade in any grading operation at the site the permittee shall seed and mulch the soil involved in such grading operation or take such other appropriate measures to stabilize such soil until seeding and mulching can be accomplished.
- g. Prohibiting the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five hundred (500) year flood. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- h. Immediately informing the Commissioner's Land & Water Resources Division at (860) 424-3019 and the U.S. Army Corps of Engineers' Permit Compliance Section at (617) 647-8674, of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of this certificate. The permittee shall, no later than 48 hours after the permittee learns of a violation of this certificate, report same in writing to the Commissioner. Such report shall contain the following information:
 - (i) the provision(s) of this certificate that has/have been violated;
 - (ii) the date and time the violation(s) was first observed and by whom;

- (iii) the cause of the violation(s), if known
- (iv) if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
- (v) if the violation(s) has not ceased, the anticipated date when it will be corrected;
- (vi) steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
- (vii) the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with condition 7 of this certificate.

For information and technical assistance, contact the Land & Water Resources Division at (860) 424-3019.

3. **Inspection of the Facility or Activity, Adaptive Best Management Practices & Compliance with Conditions.** The concurrence of eligibility letters for Pre-Construction Notifications will be considered the initial inspection of the facility or activity for the purpose of determining whether the discharge from the certified project may violate this certification. The concurrence of eligibility letters may also address the remedial actions necessary in order to be considered to be compliance with this certification.

In the event that Best Management Practices employed to maintain compliance with the conditions of this Water Quality Certificate, as described in paragraph 2 above, have been found to be insufficient to protect existing and designated uses of waters such as propagation of fish, shellfish and wildlife, recreation, public water supply, and agriculture, industrial use and navigation, and the water quality necessary for their protection, such permittee shall employ additional or alternative adaptive best management practices to protect water quality.

All work and all activities authorized herein conducted by the permittee at the site shall be consistent with the terms and conditions of this certificate. Upon initiation of the activities authorized herein, the permittee thereby accepts and agrees to comply with the terms and conditions of this Water Quality Certificate.

4. **Rights.** This certificate is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further

subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected hereby. This certification does not comprise the permits or approvals as may be required by Chapters 440, 446i, 446j and 446k of the Connecticut General Statutes.

5. **Expiration of Certificate.** The Section 401 Water Quality Certifications contained herein shall be valid until such time as the Department of the Army Regional General Permits for the State of Connecticut expires or is modified, suspended, revoked or reissued.
6. **Transfer of Certificate.** This authorization is not transferable without the written consent of the Commissioner.
7. **Reliance on Application.** In evaluating the permittee's application, the Commissioner has relied on information provided by the permittee. If such information subsequently proves to be false, deceptive, and incomplete or inaccurate, this certificate may be modified, suspended or revoked.
8. **Installation and Removal of Confining Structures.** Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year unless specifically prohibited by a permit condition. The removal of such confinement devices is allowed any time of the year unless specifically prohibited by a permit condition. Once a work area has been confined, in-water work within the confined area is allowed any time of the year. The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
9. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this certificate shall be signed by the permittee, a responsible corporate officer of the permittee, a general partner of the permittee, or a duly authorized representative of the permittee and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I

understand that any false statement made in this document or its attachments may be punishable as a criminal offense in accordance with Section 22a-6 under Section 53a-157 of the Connecticut General Statutes."

10. **Submission of Documents.** The date of submission to the Commissioner of any document required by this certificate shall be the date such document is received by the Commissioner. Except as otherwise specified in this certificate, the word "day" as used in this certificate means the calendar day. Any document or action which falls on a Saturday, Sunday, or legal holiday shall be submitted or performed by the next business day thereafter.

Any document or notice required to be submitted to the Commissioner under this certificate shall, unless otherwise specified in writing by the Commissioner, be directed to:

Director, Land & Water Resources Division
Bureau of Water Protection and Land Reuse
Department of Energy & Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127

Issued by the Commissioner of Energy & Environmental Protection on November 1, 2021

Betsey C. Wingfield
Deputy Commissioner

CC: Diane M. Ray, US ACENED
Kevin Kotelly, US ACE NED
Nathaniel Margason, US EPA Region 1
Jacqueline LeClair, US EPA Region 1

DEFINITIONS

- (l) **Special Wetlands:** Include vernal pools, bogs, fens, cedar swamps, spruce swamps, calcareous seepage swamps, and wetlands that provide habitat for threatened or endangered species or species of special concern as designated by the State of Connecticut Natural Diversity Database. The following definitions for bogs, calcareous seepage wetlands, cedar swamps, fens, spruce swamps, and vernal pools apply for the purposes of the RGP:

Bog: a peat accumulating wetland dominated by sphagnum moss. Typical plant species include sphagnum moss, leatherleaf, black spruce, pitcher plant and s u n d e w .

Calcareous Seepage Swamp: a forested wetland characterized by the discharge of groundwater with a chemistry influenced by an underlying limestone geology.

Cedar Swamp: a forested wetland characterized by the presence of Northern White Cedar or Atlantic White Cedar.

Fen: a peat accumulating wetland dominated by sedges and/or ericaceous shrubs. Typical plant species include low sedges, ericaceous shrubs, sphagnum and other mosses.

Spruce Swamp: a forested wetland characterized by the presence of Red or Black Spruce.

Vernal Pool: an often temporary body of water occurring in a shallow depression of natural or human origin that fills during spring rains and snow melt and typically dries up during summer months. Vernal pools supporting populations of species specially adapted to reproducing in these habitats. Such species may include wood frogs, mole salamanders (*Ambystoma* sp.), fairy shrimp, fingernail clams, and other amphibians, reptiles and invertebrates. Vernal pools lack breeding populations of fish. **All vernal pools are subject to the jurisdiction of the Connecticut Department of Energy and Environmental Protection under Connecticut Water**

Quality Standards.

- (2) **Threatened, Endangered or Special Concern Species; Significant Natural Communities/Critical Habitats:** Species listed by CT DEEP pursuant to Chapter 495 of the Connecticut General Statute as threatened or endangered species or species of special concern. General locations of threatened and endangered species and species of special concern, and significant natural communities/critical habitats are identified on maps published by the Connecticut Department of Energy and Environmental Protection entitled "Natural Diversity Data Base Areas" and on the CTECO Interactive Map Viewers at www.cteco.uconn.edu.
- (3) **Adverse Effect to Hydraulic Characteristics:** An adverse effect to hydraulic characteristics includes an increase in flood water surface elevation, an increase in flood flow velocity or a restriction of flood flow conveyance in a manner that would impact upstream, downstream or adjacent property.

TOWN OF BRANFORD & CONTRACTOR

BRANFORD POINT WHARF REPAIR PHASE II CONTRACTOR SERVICES AGREEMENT

This Contract is by and between the Town of Branford (Owner) and Contractor of Branford, Connecticut (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. Branford Point Wharf Repair Phase II which consists of, but is not limited to, selective demolition and disposal of on-site structures, installation of timber piles, construction of heaving timber framing, construction of timber decking, curbs and railing, installation of tension anchors, construction of concrete cap, construction of stamped concrete pad, chinking of existing stone seawall, removal and reinstallation of existing ladder, bollards, chains and benches.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the Southerly terminus of Harbor Street on property known as 4 Harbor Street.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification,

interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Request for Bids – Branford Point Wharf Repairs Phase II and its attachments.
 - 5. Addenda 1.
 - 6. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit 1: USACE Permit NAE-2020-00765.
 - b. Exhibit 2: Statement of Special Inspections.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is RACE Coastal Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete within 150 calendar days after the Notice to Proceed.
- B. The Work shall be completed and ready for final payment within 165 calendar days after the Notice to Proceed.

4.02 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Bid Quantity	Total Cost
1	Mobilization/Demobilization	LS	1	\$
2	Obtain Building Permit (Excluding Permit Fee)	LS	1	\$
3	Furnish & Install Temporary Controls	LS	1	\$
4	Selective Demolition & Disposal	LS	1	\$
5	Remove and Reinstall Bollards, Chains & Benches	LS	1	\$
6	Furnish & Install Concrete Cap	LS	1	\$

7	Furnish & Install 18 Timber Foundation Piles (Greenheart)	LS	1	\$
8	Furnish & Install 10 Timber Fender Piles (Southern Yellow Pine)	LS	1	\$
9	Furnish & Install Timber Bracing	LS	1	\$
10	Furnish & Install Timber Framing	LS	1	\$
11	Furnish & Install 6 Tension Anchors	LS	1	\$
12	Furnish & Install Timber Decking	LS	1	\$
13	Furnish & Install Timber Railing	LS	1	\$
14	Furnish & Install Ladder	LS	1	\$
15	Furnish & Install Stamped Concrete Slab	LS	1	\$
16	Furnish & Install Timber Curbing	LS	1	\$
17	Chink Existing Stone Seawall	LS	1	\$
Total Base Bid				\$
Item No.	Description	Unit	Unit Cost	
U-1	Furnish & Install Timber Foundation Pile (Greenheart)	Each	\$	
U-2	Furnish & Install Timber Fender Pile (Southern Yellow Pine)	Each	\$	
U-3	Furnish & Install Tension Anchor	Each	\$	
U-4	Mobilization/Demobilization of Rock Socket Equipment	Each	\$	
U-5	Furnish & Install Pile Rock Socket	Each	\$	

The total cost for each pay item numbers 1-17 is a lump sum. The total cost for items, U-1 through U-5 is determined by multiplying the unit cost times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer. Payment will be made in an amount equal to the total cost for actual Work completed.

ARTICLE 6—BONDS AND INSURANCE

6.01 Bonds

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better.

Contractor shall provide insurance in accordance with the requirements in Section II of the Invitation to Bid.

- B. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday, weekend work will be allowed with Owner approval only.

7.03 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 1. Review the condition in question;
 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent

jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims;
 - 5. All certified payrolls and wage compliance documentation; and
 - 6. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.08 *Non-Discrimination and Affirmative Action Provisions*

- A. (1) 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective 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; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- B. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority businesses enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.
- C. For the purposes of this 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 “mentally 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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this section.
- D. For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be 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 no be sufficient to comply with such requirements.
- E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.
- F. The contractor shall include in the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 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 regarding a state contract, 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.

The Effective Date of the Contract is ____ day of _____ 2024.

Owner:

Town of Branford

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: James B. Cosgrove

(typed or printed)

Title: First Selectman

(typed or printed)

Contractor:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

1019 Main Street

Branford, CT 06405

Address for giving notices:

Designated Representative:

Name: Kevin Ortiz, EIT

(typed or printed)

Title: Civil Design Engineer

(typed or printed)

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

1019 Main Street

Branford, CT 06405

Address:

Phone: 203-315-0606

Email: kortiz@branford-ct.gov

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 23-55616

Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Branford
State#: FAP#:
Project: Branford Point Wharf Repairs, Phase 2

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	45.21	29.05
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	39.92	34.47
2) Carpenters, Piledrivermen	37.61	27.61
2a) Diver Tenders	37.61	27.61
3) Divers	46.07	27.61
03a) Millwrights	38.02	28.41
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	56.25	25.15
4a) Painters: Brush and Roller	37.62	24.55
4b) Painters: Spray Only	40.62	24.55

As of: December 5, 2023

4c) Painters: Steel Only	39.62	24.55
4d) Painters: Blast and Spray	40.62	24.55
4e) Painters: Tanks, Tower and Swing	39.62	24.55
4f) Elevated Tanks (60 feet and above)	46.62	24.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	42.6	33.21+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	48.28	35.50
----LABORERS----		
8) Group 1: General Laborers and concrete specialist	33.5	25.59
8) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	33.75	25.59
10) Group 3: Pipelayers	34.0	25.59
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	34.0	25.59

As of: December 5, 2023

12) Group 5: Toxic waste removal (non-mechanical systems)	35.5	25.59
13) Group 6: Blasters	35.25	25.59
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	36.5	25.59
Group 8: Traffic control signalmen	20.1	25.59
Group 9: Hydraulic Drills	34.25	25.59
Group 10: Toxic Waste Removers A or B With PPE	36.5	25.59
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	35.73	25.59 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	34.76	25.59 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	34.76	25.59 + a
15) Form Erectors	35.09	25.59 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		

As of: December 5, 2023

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	34.76	25.59 + a
17) Laborers Topside, Cage Tenders, Bellman	34.65	25.59 + a
18) Miners	35.73	25.59 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	42.22	25.59 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	42.02	25.59 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	40.04	25.59 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	42.81	25.59 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	32.16	30.51 + a
Three Axle Trucks; Two Axle Ready Mix	32.27	30.51 + a
Three Axle Ready Mix	32.33	30.51 + a
Four Axle Trucks	32.39	30.51 + a
Four Axle Ready-Mix	32.44	30.51 + a

As of: December 5, 2023

Heavy Duty Trailer (40 tons and over)	34.66	30.51 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	32.44	30.51 + a
Heavy Duty Trailer (up to 40 tons)	33.39	30.51 + a
Snorkle Truck	32.54	30.51 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps;	45.92	27.80 + a

As of: December 5, 2023

Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	45.14	27.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	44.67	27.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	40.54	27.80 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20

As of: December 5, 2023

26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work
~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

As of: December 5, 2023

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

ID#: 23-55616

Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: _____ Project Town: Branford
State#: _____ FAP#: _____
Project: Branford Point Wharf Repairs, Phase 2

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

As of: December 5, 2023

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	38.02	28.41
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	42.6	33.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

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Truck and Hydrovac Excavation Truck (27 HG pressure or greater).

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
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Group 12: Wellpoint Operator.	41.61	27.80 + a
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Group 13: Compressor Battery Operator.	40.92	27.80 + a
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Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
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Group 16: Maintenance Engineer.	38.28	27.80 + a
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Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	37.62	24.55
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10b) Taping Only/Drywall Finishing	38.37	24.55
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10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	44.5	23.30 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.0	23.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

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17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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