

TOWN OF BRANFORD
OFFICE OF THE TREASUER



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

SECTION I - General Terms and Conditions

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. Delivery and installation 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 Bond

Successful bidders will be required to furnish a Performance 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 three (3) hard copies of the proposal sheet entitled "Bid Form" 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. Successful bidders must obtain any required governmental approvals.

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 – Recommended, not required

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.

SECTION II - Insurance Requirements

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.

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____.

INVITATION TO BID

Town of Branford

Stony Creek Wharf Seawall and Concrete Deck Repairs

The Town of Branford is requesting bid proposals for the Stony Creek Wharf and Concrete Deck Repairs in the Town of Branford.

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 **“Stony Creek Wharf and Concrete Deck Repairs”** to the Finance Department, Attention Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **1:30PM, Thursday, September 15th, 2022**. No bids will be accepted after that time and date. Bids will be opened publicly immediately after in **the Basement of Town Hall, Branford, CT 06405**.

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

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

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, including but not limited to: reconstruction of the existing concrete deck and ramp at the Stone Creek Town Wharf; and 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. The work is generally described as follows:

Base Bid

The Base Bid work to be completed for the project is for the reconstruction of the existing concrete deck and ramp at the Stony Creek Town Wharf. More specifically the Scope of Work includes:

- 1. Temporary installation of construction security fencing.*
- 2. Demolition and disposal of the existing concrete deck and ramp, seawall capstone, and subbase material.*
- 3. Temporary removal and reinstallation of existing aluminum gangway.*
- 4. Furnishing & Installing Crushed Stone Subbase*
- 5. Furnishing & Installing Geotextile Underlayment*
- 6. Furnishing & Installing Seawall Capstone*
- 7. Furnishing & Installing C.I.P. Concrete Deck*
- 8. Furnishing & Installing C.I.P. Concrete Ramp*
- 9. Furnishing & Installing Metal Railing*
- 10. Furnishing & Installing Bituminous Concrete Pavement*
- 11. Furnishing & Installing Pavement Markings*
- 12. Chinking & Repointing Stone Parapet*
- 13. Furnishing & Installing Gangway Mount Block*
- 14. Furnishing & Installing 3 PVC Scuppers*

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, LLC
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

Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Section 1.8. Liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.

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

Notice to Proceed is expected to be provided by **October 24, 2022.**

The Base Bid Work shall be substantially complete by **December 12, 2022**, and completed and ready for final payment by **December 29, 2022**.

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

Sunday: 9:00 a.m. to 6:00 p.m.

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.

1.8.3.2 Rate of Progress

Contractor shall be responsible for any delays at its own expense that 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 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. **Note overhead clearance on Thimble Island Road, at the Shore Line East Railroad overpass is 11'-6".**

2. Complying with all local, State, and Federal regulations and restrictions when using any upland facilities or hauling routes. Disposal site location for demolition debris, detritus, and other 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 permit 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, 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. 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:**

John M. Hoefflerle, PE, CFM, Town Engineer; P: (203) 315-0606

Jennifer Acquino, Assistant Town 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, tool box 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 – NOT USED

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 and demobilization of CONTRACTOR equipment, including site preparation items such as temporary gangway removal and reinstallation, security fencing installation, and utility pole coordination.

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

The contract price for Contract Item Number 02 shall include all costs associated with securing Building Permit for the work from the Building Department, excluding permit fees.

c) Contract Item Number 03, “Demolition & Disposal”

The contract price for Contract Item Number 03 shall include all costs associated with the demolition and disposal of the existing concrete deck and

ramp, including seawall capstone. This item shall include securing disposal facility approval, and submittal of disposal receipts.

d) Contract Item Number 04, “Furnish & Install Crushed Stone Subbase”

The contract price for Contract Item Number 04 shall include all costs associated with the furnishing and installing crushed stone subbase.

e) Contract Item Number 05, “Furnish & Install Geotextile Underlayment”

The contract price for Contract Item Number 05 shall include all costs associated with the furnishing and installing geotextile underlayment.

f) Contract Item Number 06, “Furnish & Install Seawall Capstone”

The contract price for Contract Item Number 06 shall include all costs associated with the furnishing and installing seawall capstone.

g) Contract Item Number 07, “Furnish & Install C.I.P. Concrete Deck”

The contract price for Contract Item Number 07 shall include all costs associated with the furnishing and installing cast-in-place concrete, including reinforcing steel, for concrete deck.

h) Contract Item Number 08, “Furnish & Install C.I.P. Concrete Ramp”

The contract price for Contract Item Number 08 shall include all costs associated with the furnishing and installing cast-in-place concrete, including reinforcing steel, for concrete ramp.

i) Contract Item Number 09, “Furnish & Install Metal Railing”

The contract price for Contract Item Number 09 shall include all costs associated with the furnishing and installing metal railing.

j) Contract Item Number 10, “Furnish & Install Bituminous Concrete”

The contract price for Contract Item Number 10 shall include all costs associated with the furnishing and installing bituminous concrete.

k) Contract Item Number 11, “Furnish & Install Bituminous Concrete”

The contract price for Contract Item Number 11 shall include all costs associated with the furnishing and installing pavement markings for C.I.P. concrete pavement and bituminous concrete pavement.

l) Contract Item Number 12, “Chink & Repoint Ex. Stone Parapet”

The contract price for Contract Item Number 12 shall include all costs associated with chinking and repointing the existing stone parapet.

m) Contract Item Number 13, “Furnish & Install Gangway Mount Block”

The contract price for Contract Item Number 13 shall include all costs associated with furnishing and installing the gangway mount block (excluding temporary gangway removal and reinstallation).

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

The contract price for Contract Item Number 14 shall include all costs associated with furnishing and installing the PVC scuppers, including core drilling.

o) Contract Item Number 15, “C.I.P. Concrete Winter Conditions Allowance”

The contract price for Contract Item Number 15 is provided as a **\$15,000** allowance should implementation of cold-weather concreting be required.

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 other week 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--

BID INFORMATION:

Project: Stony Creek Town Wharf – Seawall & Concrete Deck Repairs
Location: Foot of Indian Point Road – 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 **“Stony Creek Town Wharf – Seawall & Concrete Deck Repairs”**.

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> (Incl. site prep., security fencing, utility coord., etc.)	N/A	\$ _____ (Lump Sum)
2	1	<u>Obtain Building Permit</u> (Excl. permit fee)	N/A	\$ _____ (Lump Sum)
3	1	<u>Demolition & Disposal</u>	N/A	\$ _____ (Lump Sum)
4	40	<u>Furnish & Install Crushed Stone Subbase</u>	\$ _____/C.Y.	\$ _____ (Extended)
5	1,210	<u>Furnish & Install Geotextile Underlayment</u>	\$ _____/S.F.	\$ _____ (Extended)
6	90	<u>Furnish & Install Seawall Capstone</u>	\$ _____/L.F.	\$ _____ (Extended)
7	29	<u>Furnish & Install C.I.P. Concrete Deck</u>	\$ _____/C.Y.	\$ _____ (Extended)
8	26	<u>Furnish & Install C.I.P. Concrete Ramp</u>	\$ _____/C.Y.	\$ _____ (Extended)
9	80	<u>Furnish & Install Metal Railing</u>	\$ _____/L.F.	\$ _____ (Extended)
10	228	<u>Furnish & Install Bituminous Concrete</u>	\$ _____/S.F.	\$ _____ (Extended)
11	1	<u>Furnish & Install Pavement Markings</u>	N/A	\$ _____ (Lump Sum)
12	615	<u>Chink & Repoint Ex. Stone Parapet</u>	\$ _____/S.F.	\$ _____ (Extended)
13	1	<u>Furnish & Install Gangway Mount Block</u>	N/A	\$ _____ (Lump Sum)



14	3	<u>Furnish & Install PVC Scupper</u>	\$_____/EA.	\$_____ (Extended)
15	1	<u>C.I.P. Concrete Winter Conditions Allowance</u>	N/A	<u>\$15,000</u> (Allowance)

TOTAL BASE BID: Contract Items 1 to 15

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:

_____ Dollars (\$_____)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)



ID#: 22-38074

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: Stony Creek Town Wharf Seawall and Deck Repairs

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	44.46	28.51
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	38.27	34.47
2) Carpenters, Piledrivermen	36.07	26.15
2a) Diver Tenders	36.07	26.15
3) Divers	44.53	26.15
03a) Millwrights	36.32	26.81
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	55.0	23.75
4a) Painters: Brush and Roller	37.22	23.40
4b) Painters: Spray Only	40.22	23.40
4c) Painters: Steel Only	39.22	23.40

4d) Painters: Blast and Spray	40.22	23.40
4e) Painters: Tanks, Tower and Swing	39.22	23.40
4f) Elevated Tanks (60 feet and above)	46.22	23.40
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)	40.6	32.21+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + 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)	47.03	34.05
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	32.0	24.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	32.25	24.40
10) Group 3: Pipelayers	32.5	24.40
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	32.5	24.40
12) Group 5: Toxic waste removal (non-mechanical systems)	34.0	24.40
13) Group 6: Blasters	33.75	24.40

Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	33.0	24.40
Group 8: Traffic control signalmen	18.0	24.40
Group 9: Hydraulic Drills	32.75	24.40
----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	34.23	24.40 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	33.26	24.40 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	33.26	24.40 + a
15) Form Erectors	33.59	24.40 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	33.26	24.40 + a
17) Laborers Topside, Cage Tenders, Bellman	33.15	24.40 + a
18) Miners	34.23	24.40 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		

18a) Blaster	40.72	24.40 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.52	24.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.54	24.40 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	41.31	24.40 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	31.16	28.78 + a
Three Axle Trucks; Two Axle Ready Mix	31.27	28.78 + a
Three Axle Ready Mix	31.33	28.78 + a
Four Axle Trucks	31.39	28.78 + a
Four Axle Ready-Mix	31.44	28.78 + a
Heavy Duty Trailer (40 tons and over)	33.66	28.78 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	31.44	28.78 + a
Heavy Duty Trailer (up to 40 tons)	32.39	28.78 + a
Snorkle Truck	31.54	28.78 + a
----POWER EQUIPMENT OPERATORS----		

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	45.71	26.80 + 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)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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)	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + 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)	42.99	26.80 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	42.54	26.80 + a
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).	42.04	26.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	38.61	26.80 + 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
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

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.

As of: August 10, 2022

Connecticut Department of Energy and Environmental Protection License*

Certificate of Permission

Licensee(s): Town of Branford

Licensee Address(s):

1019 Main Street
Branford, CT 06405

License Number(s): 202111739-COP

Municipality: Town of Branford

Project Description: Reconstruct deteriorated components of existing concrete deck and stone seawall on a municipal wharf.

Project Address/Location: Stony Creek Town Wharf on Indian Point Road

Waters: Stony Creek Harbor

Authorizing CT Statute(s) and/or Federal Law: CGS Section 22a-359 to 363g; CGS Section 22a-90 to 112; CGS Section 22a-28 to 35

Applicable Regulations of CT State Agencies: 22a-426-1 to 9, 22a-30-1 to 17

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

License Expiration: Five (5) years from the date of issuance of this license.

Project Site Plan Set: *“Stony Creek Town Wharf Seawall & Concrete Deck Repairs”*
dated 10/27/2021 and signed by Steven C. Sternberg, P.E.

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

*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 . . .”

Authorized Activities:

The Licensee is hereby authorized to conduct the following work as described in application # 202111739 and as depicted on any site plan sheets / sets cited herein:

1. Repair stone seawall and concrete deck by:
 - a. reconstructing a 2.5 ft. wide by 1.5 ft. deep by 94 ft. long section of existing stone seawall;
 - b. chinking & repointing 75 ft. section of existing stone parapet;
 - c. installing (3) 6 in. diameter scuppers through stone parapet;
 - d. replacing 30 CY of concrete ramp over 400 S.F.;
 - e. replacing 40 CY of concrete deck over 800 S.F., raising the top of deck elevation to 4.7 ft.;
 - f. installing 50 CY of geotextile and subbase; and,
 - g. removing & reinstalling gangway to facilitate ramp repair.

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.

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

January 12, 2022

Date



Brian P. Thompson
Division Director
Land & Water Resources Division

LWRD General Conditions

- 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. In-Water Work Vessel Staging and Storage. (for Structures Dredging & Fill, Tidal Wetlands, Certificate of Permission, and Long Island Sound General Permit Licenses only).** For any barge, vessel, skiff or floating work platform (“work vessels”) utilized in the execution of the work authorized herein, the Licensee shall ensure that such work vessels:
- do not rest on, or come in contact with, the substrate at any time, unless specifically authorized in the license.
 - are not stored over intertidal flats, submerged aquatic vegetation or tidal wetland vegetation or in a location that interferes with navigation. In the event any work vessel is grounded, no dragging or prop dredging shall occur to free it.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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 individually and cumulatively has minimal additional environmental impact and does not substantively alter 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.

- 16. 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. The Commissioner may extend the expiration date of this license for a period of up to one year, in order for the Licensee to complete the authorized activities. It shall be at the Commissioner's sole discretion to grant or deny such request. No more than three (3) one-year extensions will be granted under this license.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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

- 22. 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.
- 23. 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.”
- 24. 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.
- 25. 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.
- 26. 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.

- 27. Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
- 28. 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.
- 29. 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.
- 30. 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.

Land Record Filing*

To: DO NOT FILE

Signature and

NOTE: Due to the electronic delivery of this license and the legal requirement to have a live signature on this document, the “Land Record Filing” as detailed in General Condition #1 will be sent to the Licensee via U.S. Mail for the Licensee to file with the city/town clerk.

Date:

Subject: _____
License # _____

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.



LWRD 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: Town of Branford
Municipality in which the project is occurring: Town of Branford
DEEP License No(s): 202111739-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.

<p>1. Licensee Name: <u>Town of Branford</u></p> <p>DEEP License Number(s): <u>Town of Branford</u></p> <p>Municipality in which project is occurring: <u>202111739-COP</u></p>																									
<p>2. Check one:</p> <p>(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.</p> <p>(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".</p>																									
<p>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."</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; border-bottom: 1px solid black; height: 20px;"></td><td style="width: 50%; border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td>Signature of Licensee</td><td>Date</td></tr><tr><td colspan="2" style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td colspan="2">Name of Licensee (print or type)</td></tr><tr><td colspan="2" style="height: 40px;"></td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td>Signature of CT-Licensed Design Professional</td><td>Date</td></tr><tr><td colspan="2" style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td colspan="2">Name of CT-Licensed Design Professional (print or type)</td></tr><tr><td colspan="2" style="height: 40px;"></td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td>Professional License Number (if applicable)</td><td>Affix Stamp Here</td></tr></table>				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
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																								
<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. <p>Submit this completed form to :</p> <p>Regulatory Section Department of Energy and Environmental Protection Land & Water Resources Division 79 Elm Street Hartford, CT 06106-5127</p>																									

STONY CREEK TOWN WHARF SEAWALL & CONCRETE DECK REPAIRS

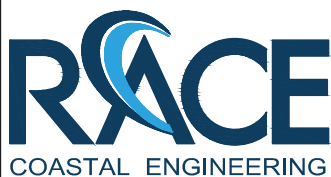
DRAWING LIST	
DRAWING No.	DRAWING TITLE
1	TITLE SHEET & GENERAL NOTES
2	VICINITY MAP
3	TAX ASSESSOR'S MAP
4	EXISTING SITE PLAN
5	PROPOSED SITE PLAN
6	EXISTING & PROPOSED SECTION A-A
7	EXISTING & PROPOSED SECTION B-B

GENERAL NOTES

1. THE PURPOSE OF THESE DRAWINGS ARE FOR REGULATORY REVIEW ONLY.
2. VICINITY MAP PER 2018 USGS MAPS OF BRANFORD AND GUILFORD QUADRANGLES.
3. TAX MAP PER TOWN OF BRANFORD ONLINE GIS DATABASE.
4. ELEVATIONS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), UNLESS NOTED OTHERWISE.
5. SITE INFORMATION OBTAINED BY RACE COASTAL ENGINEERING, LLC (RACE) ON 06/17/2021 AND ONLY REPRESENT THE SITE CONDITIONS AT THAT TIME.
6. TIDAL ELEVATION DATA PER NOAA VDATUM.

PROJECT TIDAL ELEVATIONS:

DATUM	NAVD 88 (FT)
COASTAL JURISDICTIONAL LINE (CJL)	+4.3
HIGH TIDE LINE (HTL)	+4.3
MEAN HIGH WATER (MHW)	+2.5
NAVD 88	0.0
MEAN LOW WATER (MLW)	-3.1

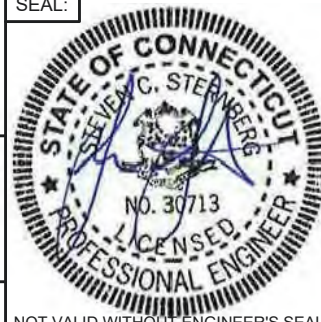


611 Access Road Stratford, CT 06615
Tel: 203-377-0663 racecoastal.com

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

Project: STONY CREEK TOWN WHARF
SEAWALL & CONCRETE DECK REPAIRS
INDIAN POINT ROAD
BRANFORD, CT 06405

SEAL:



Date:
10-27-2021

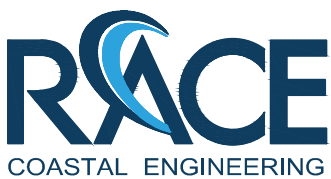
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Checked By: SCS

Datum: NAVD88
Scale: N/A

Project No.: 2021069
Drawing No.: 1 of 7



VICINITY MAP

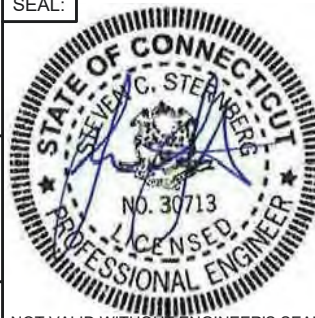


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SEAL:

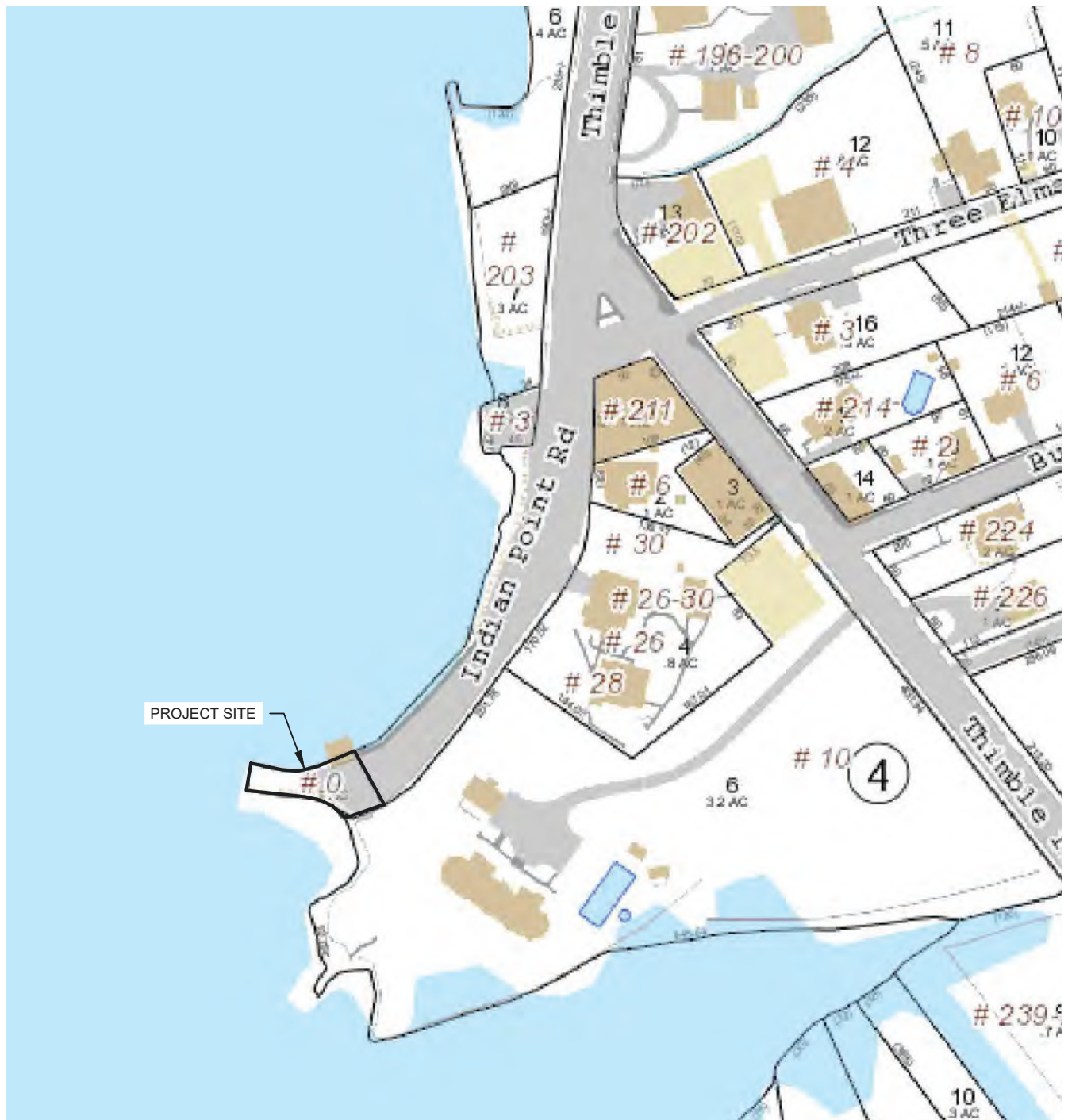


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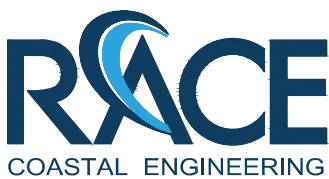
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Project No.: 2021069
Drawing No.: 3 of 7



PROJECT SITE

TAX MAP

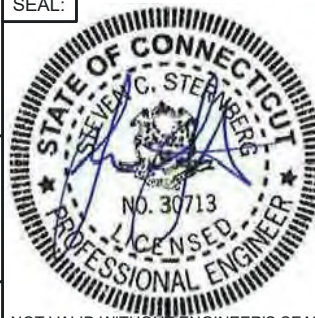


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SEAWALL & CONCRETE DECK REPAIRS
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BRANFORD, CT 06405

SEAL:



Date:
10-27-2021

Drawn By:
ZV

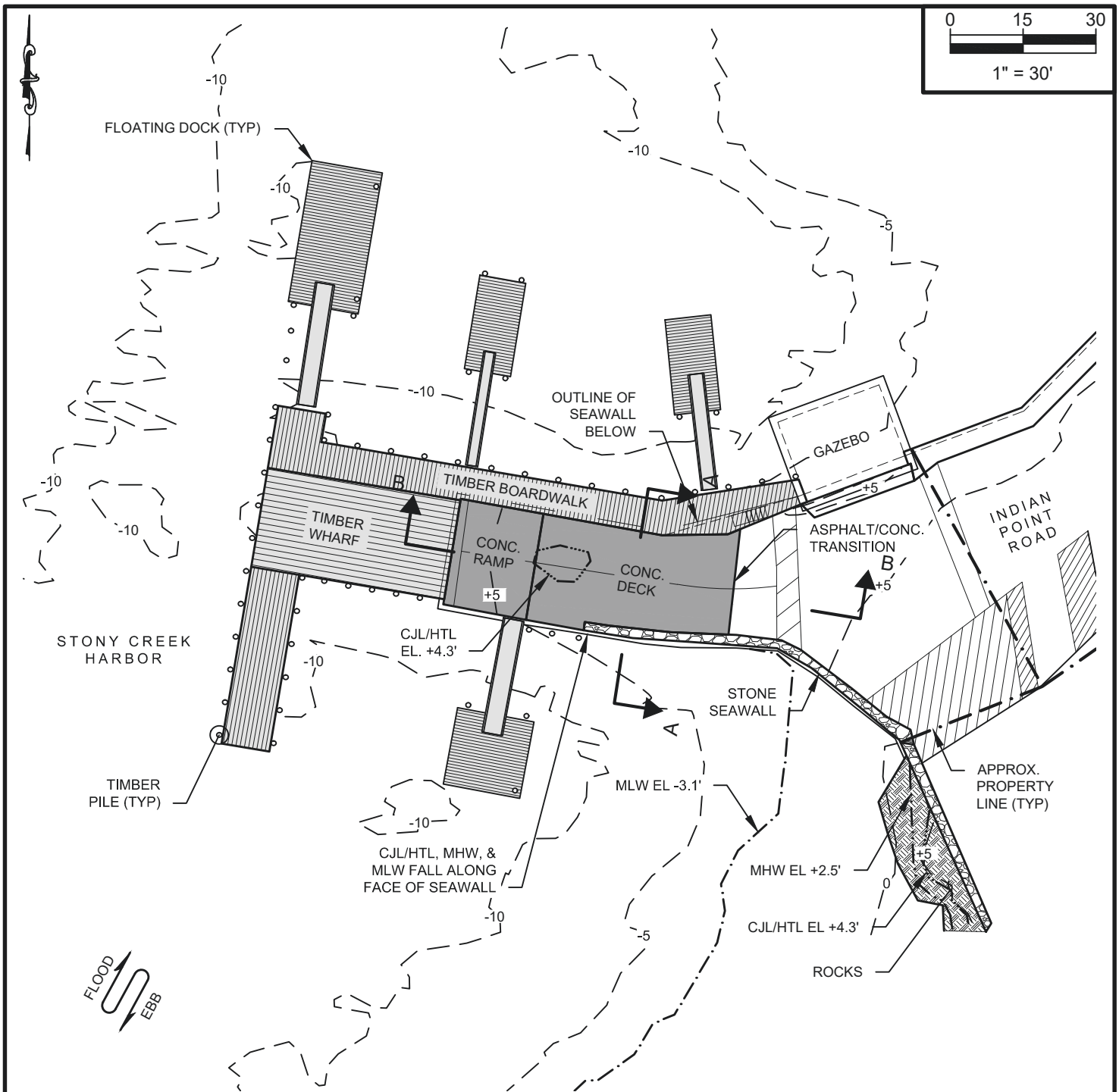
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NAVD88

Project No.:
2021069

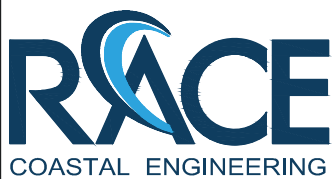
Rev.:
Checked By:
SCS

Scale:
N/A

Drawing No.:
3 of 7



EXISTING SITE PLAN

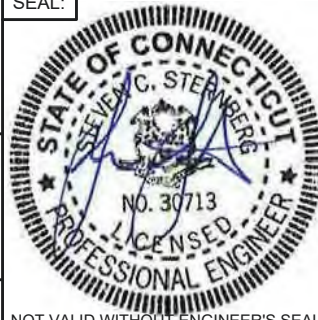


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1019 MAIN STREET
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SEAL:



Date:
10-27-2021

Drawn By: ZV
Checked By: SCS

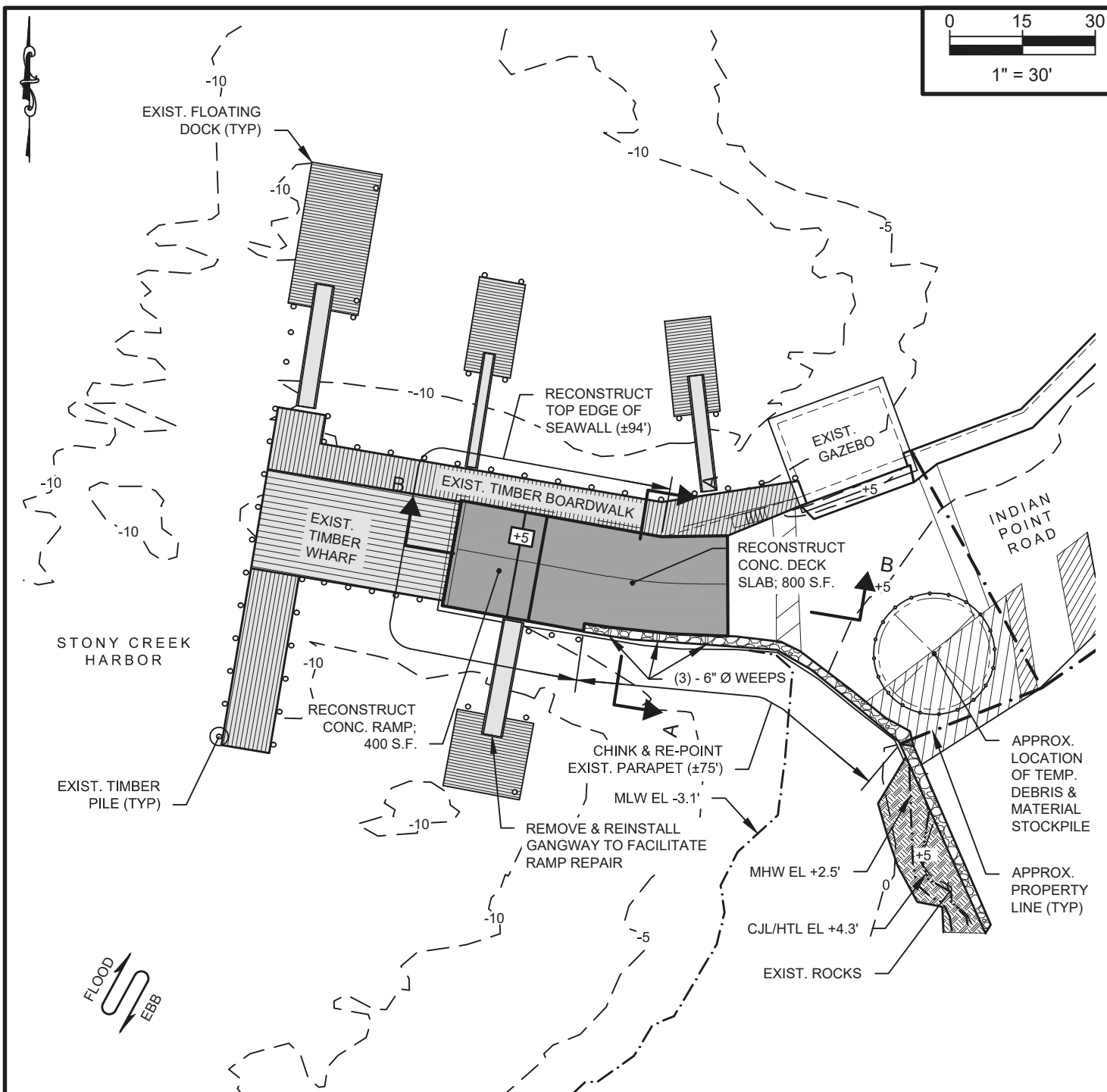
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Project No.: 2021069
Drawing No.: 4 of 7

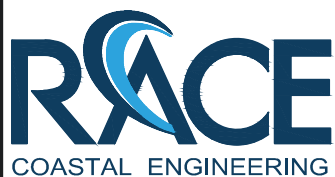
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PROPOSED SITE PLAN



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: STONY CREEK TOWN WHARF
SEAWALL & CONCRETE DECK REPAIRS
INDIAN POINT ROAD
BRANFORD, CT 06405

SEAL:



Date:

10-27-2021

Rev.:

Drawn By:

ZV

Checked By:

SCS

Datum:

NAVD88

Scale:

1" = 30'

Project No.:

2021069

Drawing No.:

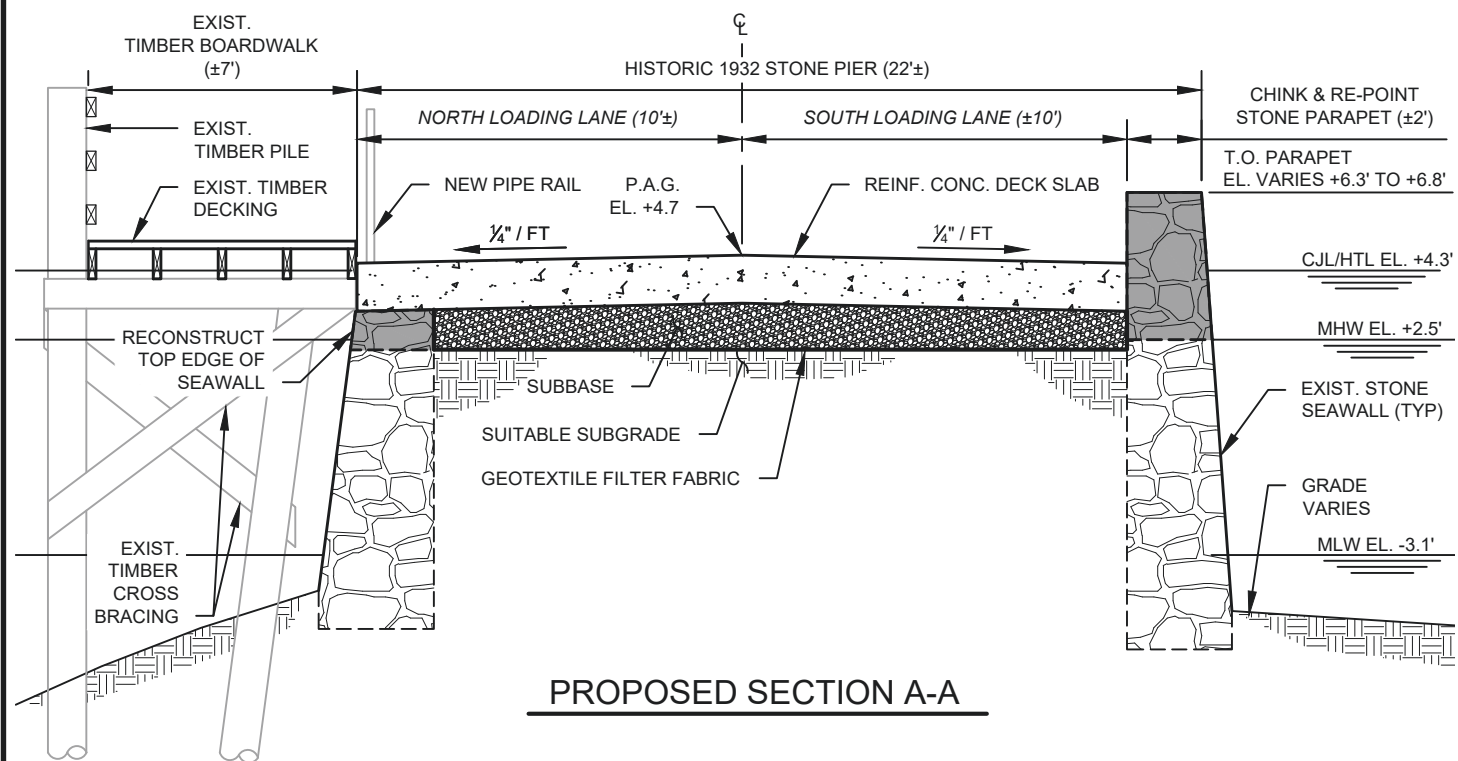
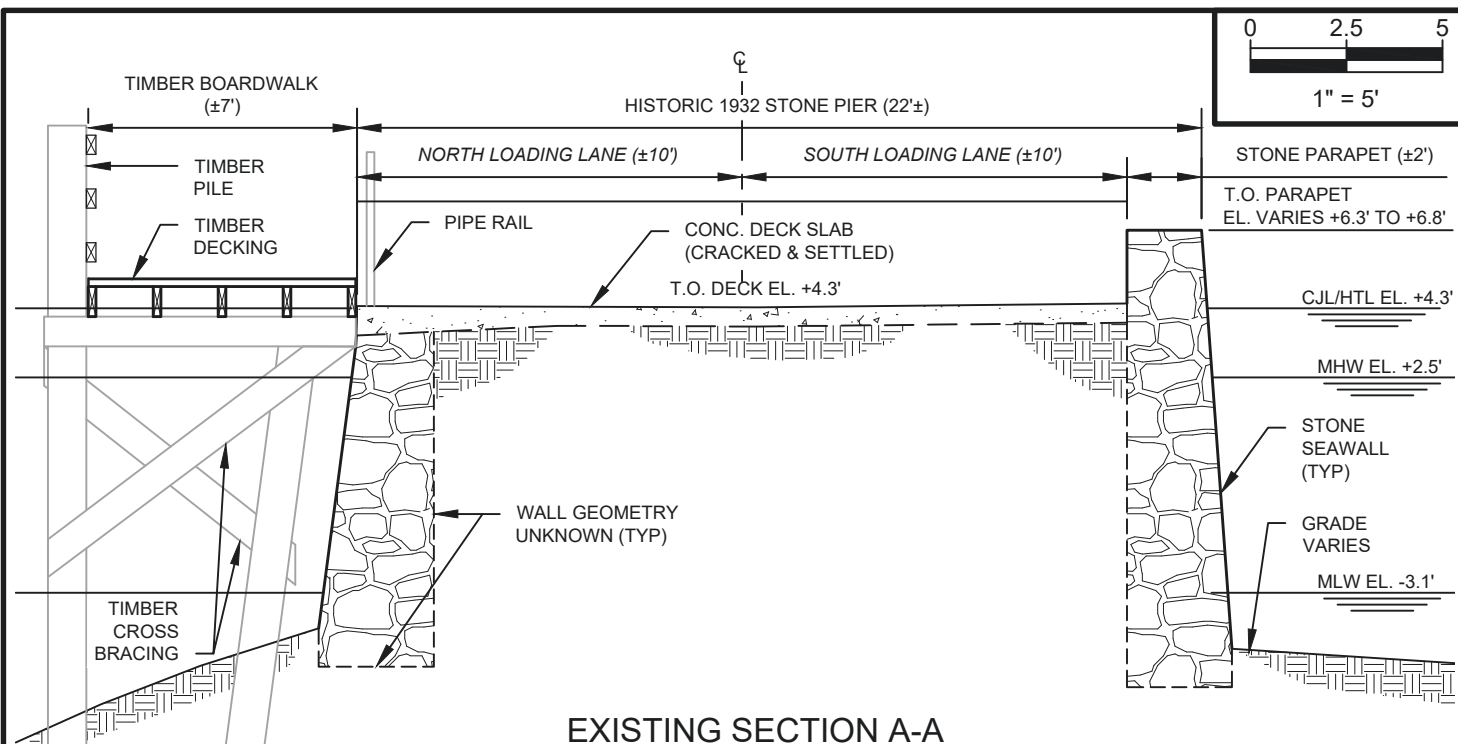
5 of 7

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RACE
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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: STONY CREEK TOWN WHARF
SEAWALL & CONCRETE DECK REPAIRS
INDIAN POINT ROAD
BRANFORD, CT 06405

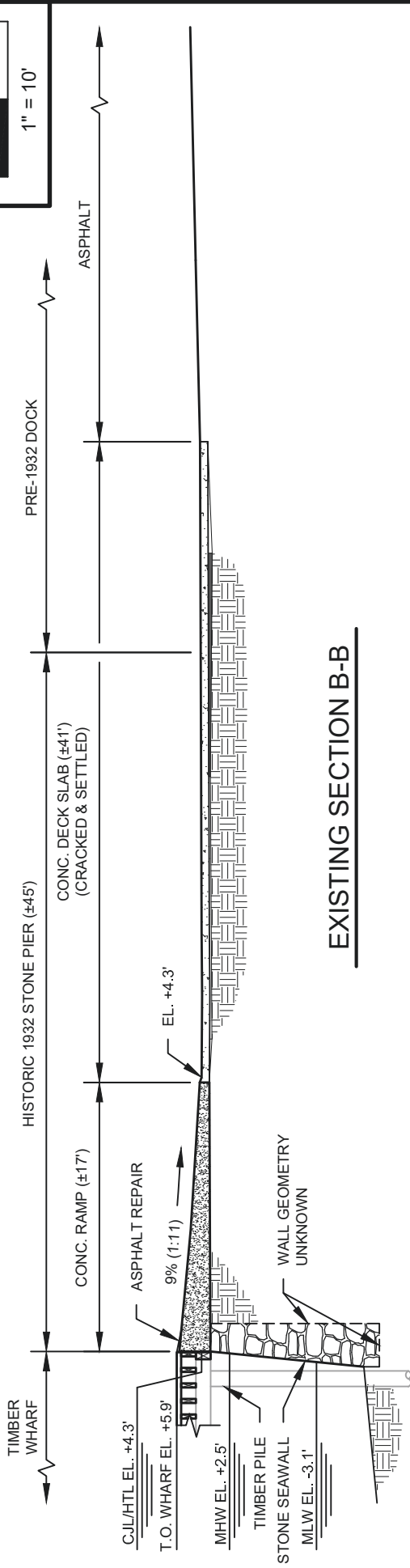
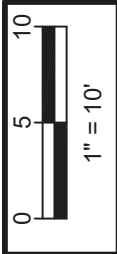


Date:	Rev.:
10-27-2021	
Drawn By:	Checked By:
ZV	SCS
Datum:	Scale:
NAVD88	1" = 5'
Project No.:	Drawing No.:
2021069	6 of 7

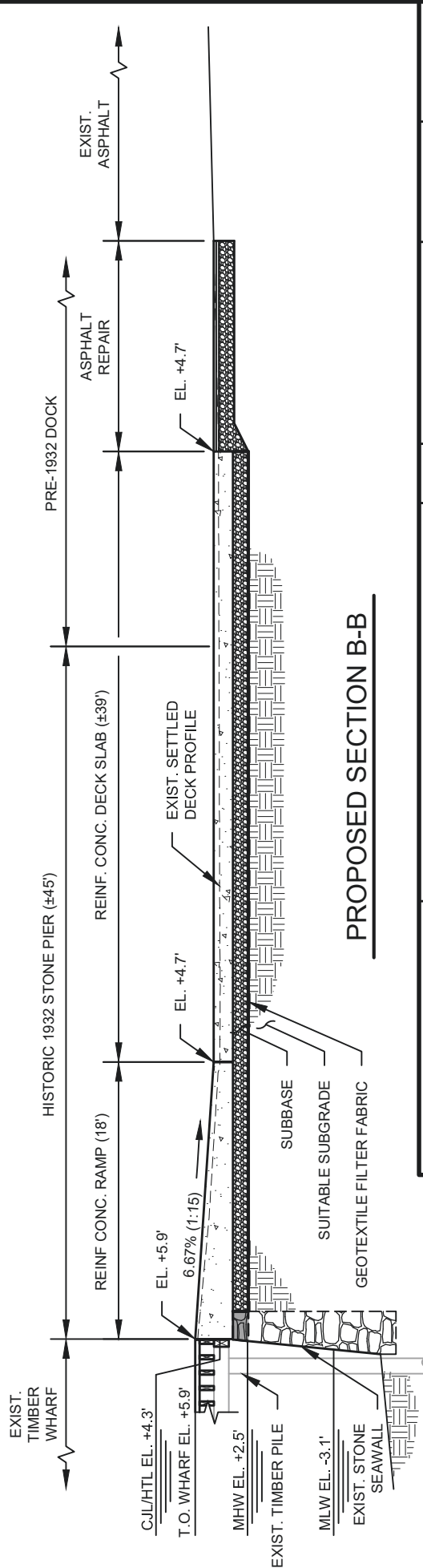
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EXISTING SECTION B-B



PROPOSED SECTION B-B

 RACE COASTAL ENGINEERING 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		SEAL:	Date: 9-30-2021	Rev.:
Project: STONY CREEK TOWN WHARF SEAWALL & CONCRETE DECK REPAIRS INDIAN POINT ROAD BRANFORD, CT 06405		Drawn By: ZV		Checked By: SCS	Datum: NAVD88	Scale: 1" = 10'
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