



*City of Bristol
City Council*

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*Meeting ID: 875 9169 9696
Passcode: 123456*

*Dial by your location
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The regular City Council Meeting will be held on Tuesday, June 11, 2024, at 7:00 PM. in Council Chambers 111 North Main Street, Bristol, CT 06010 .

1. Call to Order
2. Approval of Minutes
 - a. Approval of minutes of the regular City Council meeting held on May 14, 2024.
3. Public Participation
4. Announcements
5. Consent Agenda
 - a. To place on file the New Hire report for May, 2024.
 - b. To approve tax refunds dated June 4, 2024.
 - c. To award Contract 2P24-102 Third Party Design Review for Northeast Middle School to Friar Architecture Inc. in the amount of \$24,800.00, and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.
 - d. To place on file the Planning Commission's positive referral for Business Park Drive, Map 3, Lot 10 and Lot 11 - proposed sale.
 - e. To place on file the Planning Commission's positive referral for Downs Street, Map 34, Lot 93 - utility easement for Eversource.

- f. To place on file the Planning Commission's positive referral for Wheeler Clinic LLC, Map 30, Lot 3 - leasing of parking spaces.
 - g. To place on file the Planning Commission's positive referral for 163 Church Avenue, Map 43, Lot 16 to 64 Washington Street, Map 43, Lot 19 - proposed sale.
 - h. To place on file the Planning Commission's decision to table the C.G.S. 8-24 Review of Candlewood Drive, Map 2, Lot 120-9.
 - i. To place on file the Planning Commission's decision to table the C.G.S. 8-24 Review of Violet Drive, Map 2, Lot 129-2.
 - j. To award Contract 2P24-102 Enhanced Commissioning Agent Services for Northeast Middle School to Van Zelm Heywood & Shadford, Inc. in the amount of \$159,960.00 and to authorize the Mayor or Acting Mayor to execute any documents necessary to effect said contract.
 - k. To authorize the Mayor to sign any and all documents associated with an easement to Yankee Gas Service Company, d.b.a. Eversource Energy, for the purpose of installing utilities on Lot 34-93 Downs Street.
 - l. To authorize the Mayor to sign any and all documents associated with a lease and/or temporary easement with Wheeler Clinic Inc., (1 Hope St., Lot 30-4) to provide Wheeler with approximately 63 parking spaces on the City-owned property identified as Lot 30-3, Hope St. Said parking is for the purpose of Wheeler Clinic Inc. complying with City zoning requirements. The lease and or temporary easement shall be for the approximate time period of July 2024 to May 2025.
6. Reports and Committee Reports
- a. **Ordinance Committee** - To adopt amendments to the Bristol Code of Ordinances Chapter 21, Streets, Sidewalks and Public Places, Article II, Division 3, Contractor's License Sec. 21-66 through 21-76.
7. Old Business
8. New Business
9. Resignations
10. Appointments
11. Board of Education Request
- a. To approve the ability and allowance of D'Amato+Downes Joint Venture, D'Amato Construction, and/or Downes Construction to submit bids and self-perform on certain

packages and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

12. Grant Request

- a. To authorize the Bristol Police Department, and accept, if granted, the FY24 U.S. Department of Justice Bulletproof Vest Partnership Grant for a total of \$39,975; the local match is \$19,966 or 50% of the grant total; and to authorize the Mayor or Acting Mayor to execute any documents necessary.
- b. To authorize the Mayor or Acting Mayor to continue to execute Purchase of Service Contract #22OECCDC01BRS-A2 with the State of Connecticut Office of Early Childhood for Contract Period 6/27/2022 - 6/30/2025 in the amount of \$2,543,713.17; and to refer to the Board of Finance for necessary action.

13. Contracts

- a. To award Contract 2C24-096 Replacement of Bridge No. 04487 East Street Over Pequabuck River to Schultz Corporation in the amount of \$2,599,499.52 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.
- b. To award Contract 2P24-076 Construction Engineering and Inspection Services for the Reconstruction of East Street Bridge Over Pequabuck River to Wengell, McDonnell & Costello, Inc. (d.b.a. WMC Consulting Engineers) in the amount of \$364,600.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.
- c. To authorize the Mayor or Acting Mayor to execute an Energy Efficiency Services Letter of Agreement with Eversource Energy, and to refer to the Office of Corporation Counsel for review.
- d. To award Contract 2P24-073 Comprehensive Lighting Improvements at Municipal Buildings to Resource Lighting and Energy, Inc. in the amount of \$204,136.00 and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.
- e. To approve the 2024-2025 Regional Emergency Medical Services Communications System Agreement with the North Central CT Emergency Medical Services Council, Inc. and to authorize the Mayor or Acting Mayor to execute the agreement.
- f. To consider an Intertown Agreement with the Town of Plymouth for the use of the City of Bristol Animal Control facility, and to take any action as necessary.

14. Connecticut Light and Power Company Resolution

- a. To consider and approve a Resolution to grant CT Light and Power Company, d.b.a. Eversource Energy, a permanent easement on City Property on Kelley Street in conjunction with the Meadow Street garage project.

15. Executive Session

- a. To discuss and take any action as necessary on litigation matter, Superior Court Docket No. HHB-CV-23-6079198-S Chrysalis Center Real Estate v. City of Bristol.

16. Any other matter to come before said meeting

17. Adjournment

Erica Cabiya
Town & City Clerk

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The regular meeting of the City Council was held on Tuesday, May 14, 2024 in the City Hall Council Chambers, 111 North Main Street at 7:00 p.m. Present: Mayor Caggiano; Council Members Howe, Olsen, Panioto, Rosengren, Thibeault, and Tyler.

1. OPENING CEREMONIES

Mayor Caggiano read a proclamation for ALS Awareness month.

2. APPROVAL OF MINUTES OF REGULAR CITY COUNCIL MEETING HELD ON APRIL 9, 2024

a. On motion of Council Member Howe and seconded by Council Member Rosengren, it was unanimously voted: To approve the minutes of the regular City Council meeting held on April 9, 2024.

3. PRESENTATION – SANITARY SEWER SMOKE TESTING IN JULY

Robert Longo, Water and Sewer Department Superintendent, gave a presentation to alert residents and City employees to the Sanitary Sewer Smoke Testing that will be taking place July 15 – July 26, 2024 in the older sections of Bristol, which are listed on their website.

4. PUBLIC PARTICIPATION – None.

5. ANNOUNCEMENTS

Council members reported on committees, activities, and events.

6. ADOPTION OF CONSENT CALENDAR

On motion of Council Member Thibeault and seconded by Council Member Howe, it was unanimously voted: To adopt items 6 a. – e. and 6 g. – j. as part of the Consent Calendar.

a. New Hire Report For April 2024

Communication received from the Human Resources Department.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To place on file the New Hire Report for the month of April, 2024.

b. Tax Refunds In the Amount of \$16,371.93

Request presented from Tax Collector Bednaz.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To approve the Tax Refunds as follows –

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Motor Vehicle	\$ 3,554.81
Personal Property	975.93
Real Estate	+ <u>11,841.19</u>
Total	\$ 16,371.93

c. Assignment of Easement on Kelley Street – Eversource Energy

Communication received from Assistant Corporation Counsel Conlin.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To authorize the Mayor or Acting Mayor to execute an Assignment of Easement in favor of Eversource Energy for City rights located on the westerly side of Kelley Street as described in an Aerial Right of Way Easement recorded in Volume 2281 page 416 of the City of Bristol Land Records.

d. Completion of BCHS Underground Storage Tank Project

Communication received from Board of Education Operations and Facilities Manager.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To accept the Bristol Central High School Underground Storage Tank Project as complete.

e. Completion of BEHS Underground Storage Tank Project

Communication received from Board of Education Operations and Facilities Manager.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To accept the Bristol Eastern High School Underground Storage Tank Project as complete.

f. 2024 Neighborhood Assistance Act Applications

Communication received from Grants Administrator Leger.

On motion of Council Member Panioto and seconded, it was voted to remove this item from the Consent Agenda. Council Member Panioto had a conflict of interest with item f. 6. and recused himself from this portion of the meeting.

On motion of Council Member Thibeault and seconded, it was unanimously voted: To approve item f. 6. New England Carousel Museum.

On motion of Council Member Thibeault and seconded, it was unanimously voted: To approve items f. 1. – f. 5. and f. 7. – f. 11.

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The 2024 NAA Applicants for Bristol are:

1. Boys & Girls Club of Bristol (Energy Sustainability - \$96,300)
2. Bristol Historical Society (Energy efficiency repointing - \$150,000)
3. The Family Center, Inc./d.b.a. ImagineNation, A Museum Early Learning Center (Imagining Healthy Futures - \$100,467.87)
4. Greater Bristol Homes Co. (West End Phase I - \$150,000)
5. Human Resources Agency of New Britain, Inc. (HRA) – (Energy Remodel for Lake Avenue Family Center - \$75,000)
6. New England Carousel Museum Inc. (Energy Conservation - \$150,000)
7. Nutmeg Symphony Orchestra (Concert Series/Educational Children's Concerts - \$64,460)
8. Prudence Crandall Center Inc. (Annual Appeal - \$150,000)
9. Prudence Crandall Center Inc. (Energy Efficiency - \$42,060)
10. Shepard Meadows Equestrian Center (Telecommunications/Intranet/Safety & Security - \$75,000)
11. United Way of West Central CT (Neighbors in Need - \$125,000)

g. Amendment to Contract 2P23-004 Desman Inc. for Hope St. Parking Garage

Communication received from Public Works Director Rogozinski.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To authorize the Mayor or Acting Mayor to execute an amendment to Contract 2P23-004 Desman Inc. in the amount of \$28,930 for the purpose of providing geotechnical inspection services for the Hope Street Parking Garage. Said amendment shall increase the contract amount from \$268,700 to \$297,630.

h. Referral of Lot 34-93 Downs Street to the Planning Commission for a C.G.S. Section 8-24 Report

Communication received from Public Works Director Rogozinski.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To refer Lot 34-93 Downs Street to the Planning Commission for a C.G.S. Section 8-24 Report at the request of the Public Works Department for the purpose of granting an easement to Yankee Gas Service Company d.b.a Eversource Energy to install utilities.

i. Referral of Parking Spaces near 1 Hope Street Lot 30-4 to the Planning Commission for a C.G.S. Section 8-24 Report

Communication received from Public Works Director Rogozinski.

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As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To refer the lease of 63 parking spaces within 500 ft. of the Wheeler Clinic Inc. building located at 1 Hope Street Lot 30-4, to the Planning Commission for a C.G.S. Section 8-24 Report at the request of the Public Works Department for the purpose of complying with City zoning requirements. The lease shall be for the approximate time period of July 2024 to May 2025.

j. Submission of Public Safety Grant to Thomaston Savings Bank Foundation

Communication received from Fire Chief Hart.

As part of the Consent Calendar adoption and on motion of Council Member Thibeault and seconded, it was unanimously voted: To approve the submission of a Public Safety Grant application by the Fire Department for \$12,500 from the Thomaston Savings Bank Foundation for the purchase of a turnout gear extractor to remove carcinogens from firefighting turnout gear to further reduce our city's firefighters' exposure to cancer-causing carcinogens.

7. REPORTS AND COMMITTEE REPORTS

a. Real Estate Committee

As recommended by the Real Estate Committee and on motion of Council Member Tyler and seconded by Council Member Olsen, it was unanimously voted: To accept the offer from 38 Prospect Street Inc. or its assigns, in response to RFP (Requests For Proposals) #2024-098 entitled, "Sale of Surplus Property at Prospect Street, Assessors Map 30, Lot R4-1" comprising the western portion of said lot. The terms of acceptance of this proposal are as follows:

1. The purchase price shall be a cash transaction of \$106,000.00;
2. All costs associated with this transaction, including but not limited to, costs of surveys/maps, closing costs, publication notices, etc. shall be the responsibility of the purchaser. The City of Bristol shall incur no costs in this transaction.

It was further moved that the Mayor or Acting Mayor be authorized to sign any documents necessary to effectuate this motion and that this matter be referred to Corporation Counsel. In addition, prior to the transfer of this property, that the City Clerk be instructed to schedule a public hearing, to be conducted by the City of Bristol Real Estate Committee, in accordance with Connecticut General Statutes Section 7-163e, said public hearing to occur on June 11, 2024 at 6:30 P.M. City Council Chambers.

b. Real Estate Committee

As recommended by the Real Estate Committee and on motion of Council Member Tyler and seconded by Council Member Rosengren, it was unanimously voted: To refer city owned property known as 163 Church Avenue (new proposed firehouse in Forestville, Map 43, Lot 16) to the Planning Commission for a Connecticut General Statute Section

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8-24 Report. Specifically, to address a lot line boundary adjustment of approximately 5,124.7 square feet with the property known as 64 Washington Street.

c. Ordinance Committee

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of Bristol, to waive the reading of the proposed amendments to Chapter 21 of the Code of Ordinances being introduced this date.

On motion of Council Member Panioto and seconded by Council Member Olsen, it was unanimously voted: In accordance with Section 41(f) of the Charter of the City of Bristol, to introduce the following amendments to the Code of Ordinances; and that the time and place of Tuesday, June 4, 2024 at 4:45 p.m., in Meeting Room 1-1, City Hall, 111 North Main Street, Bristol, Connecticut be set for the holding of a public hearing thereon by the Ordinance Committee; and that the City Clerk publish notice of said public hearing and the proposed amendments to the Code of Ordinances as required by City Charter.

Underscored text is proposed to be added. [Bracketed] text is proposed for deletion.

DIVISION 3. [CONTRACTORS LICENSE]

Sec. 21-66. Required; exception.

No person shall lay in any street any new curb or sidewalk or relay any existing curb or sidewalk unless he is licensed as a curb and walk layer; provided, however, that the provisions of this section shall not prevent the making without such license of minor repairs to an existing sidewalk by the owner of the property in front of which such sidewalk is located or by such owner's agent without remuneration.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-67. Application.

The applicant for the license required by this division shall state in his application his actual place of business, together with the name under which the business is done, and shall notify the superintendent of public works of any subsequent change in either.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-68. Bond and insurance to be filed at time of application.

Every person making application for a license as a curb and walk layer shall file with the superintendent of public works a satisfactory bond, of a surety company authorized to do business in the city, in the sum of ten thousand dollars (\$10,000.00), and conditioned substantially that the applicant, his employees or agents shall faithfully perform such work in all respects and shall replace and restore that portion of any street in which the applicant, his servants or agents shall make any excavation, to as good a condition as that in which the same was before such work was performed. Such licensee shall also file with the

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superintendent of public works a satisfactory public liability insurance certificate in the minimum amount of one hundred thousand dollars (\$100,000.00) for personal injury and ten thousand dollars (\$10,000.00) for property damage, to indemnify and save the city and its agents harmless from all suits and actions brought against the city or any officer thereof for or on account of any injuries or damage received or sustained by any person in consequence of, or resulting from, any negligence in guarding such work, or any act or omission of the licensee.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72; Ord. of 12-5-78)

Sec. 21-69. Issuance.

The superintendent of public works shall issue a license as a curb and walk layer to any person believed by the superintendent to be suitable and competent, who complies with the conditions governing such license.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-70. Licensee's duties.

The licensee under this division shall comply in all respects with the rules and regulations established by the superintendent of public works relative to the work for which he is licensed, and with the terms of the permits therefor which may be issued to him, and shall also pay all fines imposed upon him for violation of any such rules and regulations. He shall give personal supervision to the work done under his license and shall employ thereon only competent workmen.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-71. Suspension or revocation.

Whenever, in the opinion of the director of public works, any licensed curb and walk layer violates any of the provisions of this article, or any of the rules, regulations and specifications adopted by the director, the director may order the suspension or revoking of the license of such curb and walk layer.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Secs. 21-72—21-76. Reserved.

DIVISION 4. PERMITS

Sec. 21-77. Permit required for sidewalk and driveway apron construction.

No work on the construction of a sidewalk or driveway apron shall be started without first obtaining a permit from the director of public works which shall be posted and available for inspection.

(Code 1960, § 36-16; Ord. of 5-1-62; Ord. of 7-5-72)

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Sec. 21-78. Contractor's street work permit—Required.

No curb and walk layer shall commence any work upon any street in the city until he has applied for and secured a permit to do so issued by the director of public works.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-79. Same—Application.

Applications for the permit required by section 21-78 of this division shall be signed by the curb and walk layer, or his authorized agent. They shall specify the ownership and location of the property where the work is to be done, and shall contain an agreement to be signed by the curb and walk layer that he will do the contemplated work in accordance with the rules and regulations of the department of public works and the city specifications pertaining to such work, and that he will indemnify and save the city harmless from all damages caused by his acts or omissions while acting under the permit applied for.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-80. Same—To be kept on job during continuance of work.

The permit required by section 21-78 of this division shall be kept on the job during the continuance of the work and shall be available for inspection by all authorized persons.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

DIVISION 5. PERMANENT PATCHING OF CITY STREETS**Sec. 21-81. General provisions.**

The permanent patching of all utility trenches and other excavations in streets maintained by the City of Bristol will be by the public works department or under contract to the city.

All utility contractors shall obtain an excavating permit for any trenches in the public street. (Ord. of 8-13-84)

Sec. 21-82. Excavation, backfilling and patching, general requirements.

Pavement and/or sidewalks shall be cut or sawn to straight neat lines, excavation without cutting or sawing will not be allowed. Cut line shall be parallel and six (6) inches minimum, outside either edge of the proposed trench. Tunneling under pavement or sidewalks will not be allowed. Bituminous material, cement concrete, ledge, rock and boulders over six (6) inches in any dimension shall be removed from the job, together with any clay, silt, or organic material. The public works inspector will check the material excavated and will allow re-use as backfill, sandy and/or gravelly material. Material not

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approved shall be disposed of off the job. Backfill shall be approved sandy gravelly material with no stones over six (6) inches in any dimension. Backfill shall be compacted in twelve-inch layers using mechanical compaction equipment.

The trench shall be filled to within eleven (11) inches of finished grade, eight (8) inches of approved processed gravel shall be spread and compacted, then three (3) inches of bituminous concrete shall be spread and compacted with the finished material flush with the adjacent existing surface. Bituminous concrete material shall be "hot mix," except during winter season when plants are closed "cold patch" will be used. During the period between temporary patch and permanent patch, the utility contractor shall be responsible for maintaining the patch and shall promptly correct all defects upon order of the director of public works. The contractor is an agent of the utility whose pipe, conduit, etc., is laid in the trench and has ultimate responsibility for the trench. In sanitary sewer laterals this is the serviced property owner. This procedure also includes new sanitary sewer construction and the ultimate responsibility shall be the city public works department.

(Ord. of 8-13-84)

Sec. 21-83. Fees, deposits, records and measurements for patches.

- (a) Annually the city may advertise and receive bids for permanent patching of utility trenches. Bids will be taken on repair of bituminous pavement, curbing and sidewalk. The lowest acceptable unit prices will be utilized with a twenty (20) per cent escalator for charging contractors, that year, for trench permanent patching. Trenches that are temporarily patched during a calendar year normally will be permanently patched the following year, the intent being that temporary patches shall go through one complete winter season.*
- (b) At the time of issuance of an excavation permit, the contractor shall deposit a fee equal to the estimated cost of the permanent patch. Upon completion, the actual patch will be measured and the contractor shall be billed for any permanent patch cost to the city that exceeds the amount deposited by the contractor. If the permanent patch cost to the city is less than the amount deposited with the city, the contractor will receive credit. Calculation of estimated patch costs will be based on trench length and width, (width shall be diameter of pipe plus thirty-six (36) inches, minimum forty-eight (48) inches, plus twelve (12) inches for every foot to depth of trench). Permits will not be issued to contractors owing the city any permanent patch fees. The city may institute legal action against contractors and those responsible for nonpayment of any permanent patch costs owed the city if any permanent patch fee is not paid within ninety (90) days of the due date.*
- (c) The public works department shall keep a written record of all trenches, with their dates of excavation, temporary patch and permanent patches, deposit fees received, estimated final fees and actual final fees, and the balances owed or the credits due, and the exact locations and types of utilities. The city shall maintain a separate fund for*

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permanent patching of all city streets. All payments by contractors or others excavating in a public way shall be deposited in the fund, and payments for completed permanent patching shall be disbursed from the fund.

- (d) *The board of public works may reduce or waive the deposit otherwise required of a contractor under this section for good reason shown. Good reason shall include instances where the calculations required under this section exceed what otherwise is reasonably estimated to be the cost for permanently patching the excavation or other factually-based situations that would work a hardship on the contractor. When granting any reduction or waiver of the deposit requirement, the board of public works shall state its reason(s) on the record.*

(Ord. of 8-13-84; Ord. of 11-13-07)

Sec. 21-84. Detailed patching requirements.

Permanent patching shall be performed as follows:

- (a) *Sidewalks. Temporary bituminous material shall be removed. Existing walk faces shall be straight and true with no cracks or breaks, if not, shall be cut at next sound transverse joint. Subgrade material shall be removed to five (5) inches below finish grade one-half inch preformed full depth and width expansion joints shall be placed against existing concrete. Portland cement concrete shall be as specified in chapter 21 of the City Ordinances. Topsoil and seeding shall be repaired as specified in Chapter 21 of the City Ordinances. Bituminous concrete walks shall be repaired as specified in subsection (c).*
- (b) *Curbing. Curbing shall be replaced to conform to existing adjacent curb. Existing curb shall be cut to neat true lines. Concrete and granite curb replacement shall be not less than three (3) feet. Bituminous curb less than twenty-five (25) feet may be hand formed to proper cross section. Curbing shall conform to chapter 21 of the City Ordinances.*
- (c) *Pavement. Existing bituminous material shall be removed, existing pavement shall be cut to reasonably straight longitudinal lines, transverse jogs within ten (10) feet of each other shall not be accepted, transverse cuts shall be perpendicular to the longitudinal cut. Several small excavations shall be widened into one. If existing pavement has cracked due to trench settlement, the edge of the trench shall be cut beyond such cracks to firm true pavement. The subgrade shall be graded and compacted to three (3) inches below finished grade. The contractor shall add any necessary processed gravel to bring trench to subgrade, care shall be taken to keep processed gravel tight under adjacent pavement. Edge of existing bituminous shall be painted with hot liquid asphalt prior to paving. Transverse joints in new patch shall be cut square and painted with hot liquid asphalt. Bituminous material shall be placed in two (2) equal layers of one and one-half inches compacted. Finished surface shall meet existing surface neat and true. Edges of completed patch shall be sealed with an application of hot liquid asphalt three (3) inches minimum wide. Finish surface shall be lightly dusted with cement or fine quarry screenings. Patch shall be barricaded and traffic kept off for at least four*

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(4) hours. Bituminous mixes, placement compaction, etc., shall be as specified in chapter 21 article III of the City Ordinances.

Sec. 21-85 – 21-91. – Reserved.]

Excavation & Work Within City Roadway Right of Way by Private Contractors and Public Utilities

Sec. 21-66. General.

No contractor, person or public utility shall work within any portion of the City roadway right of way without obtaining an excavation permit from the Department of Public Works. Work shall include, but is not limited to: the disturbance, excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground utilities (sewer, water, storm water, natural gas, electric, or telecommunication conduits), roadside barriers, signs, lights, and structures of any kind. Minor repairs to sidewalks, such as filling cracks with mortar, are not required to be performed by a licensed contractor, along with the installation of mail boxes and landscaping.

All work performed within the City roadway right of way shall be performed in a safe manner in accordance with Department of Public Works standards and specifications.

All contractors and persons performing work within the City roadway right of way shall restore all disturbed roadway pavement, curbing, utilities, and sidewalks, including lawn & seed, and any roadside barriers, signs, lights, and structures of any kind to their original condition as they existed prior to any work being performed by the contractor or persons performing the work.

Sec 21-67. License.

In order to obtain an excavation permit, all contractors and/or persons shall be licensed by the Department of Public Works. To become licensed, contractors shall submit an application (prepared by the Department of Public Works) demonstrating that said contractor has the knowledge, experience, and equipment to perform work in accordance with City of Bristol requirements. In addition, the contractor shall provide to the Department a certificate of insurance and a bond. As part of the review process, contractors or persons may be required to submit for review an applicable valid trade license issued by the State or Federal government or trade organization. However, the license subject to this City Ordinance is an additional license issued by the City as part of the authorization process to work within the roadway right of way. All licensed contractors or persons require the approval of the Director of Public Works.

The Department of Public Works shall prepare and submit the license application form to the Board of Public Works for review and approval.

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Each contractor or person submitting an application for an excavation permit shall provide a bond of a surety company authorized to do business in the City in the minimum amount of \$20,000 (or equal to the value of the work as determined by the Department of Public Works), and conditioned substantially that the applicant, its employees, or agents shall faithfully perform such work in all respects, and shall replace and restore that portion of any street in which the applicant, its servants, or agents performed any excavation, to the original condition as before such work was performed. In accordance with the provisions of this ordinance, it is the intent of the City to authorize the Department of Public Works to set high bond limits based on the estimated value of the work as determined by the Department of Public Works.

Each contractor or person shall also file with the Department of Public Works a satisfactory public liability insurance certificate in the minimum amount of General liability \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence and \$2,000,000 aggregate coverage, to indemnify and save the City and its agents harmless from all suits and actions brought against the City or any officer thereof, on account of any injuries sustained or damage caused by any person in consequence of, or resulting from, any negligence in guarding such work, or any act or omission of the licensee.

The Board of Public Works reserves the right to modify insurance and bonding requirements as required to safeguard the public.

Whenever, in the opinion of the Director of Public Works, any licensed contractor or person violates any of the provisions of this ordinance, or any of the rules, regulations, and specifications adopted by the Director, the Director may order the suspension or revocation of the license of such curb and walk contractor.

Sec 21-68. Permits.

All contractors or persons shall obtain a permit issued by the Department of Public Works prior to performing work within any portion of the City roadway right of way. Work shall include, but is not limited to: the disturbance, excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground utilities (sewer, water, storm water, natural gas, electric, or telecommunication conduits), roadside barriers, signs, lights, and structures of any kind. Minor repairs to sidewalks, such as filling cracks with mortar, are not required to be performed by a licensed contractor, along with the installation of mail boxes and landscaping.

Contractors or persons performing work to replace or install a driveway apron within the roadway right of way shall obtain a Driveway Permit issued by the Department of Public Works. Contractors or persons performing work to replace and install sidewalks within the roadway right of way shall obtain a Sidewalk Permit issued by the Department of Public Works. Contractors or persons performing all other work such as: excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground utilities (sewer, water, storm water, natural gas, electric, or telecommunication conduits),

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roadside barriers, signs, lights, and structures of any kind shall obtain an Excavation Permit.

The Department of Public Works shall prepare and submit the permit application form (Sidewalk, Driveway, and Excavation permits) to the Board of Public Works for review and approval. All contractors and/or persons shall submit the applicable permit application prior to completing work. Permit application forms shall include the following:

A. Sidewalk and driveway permits:

1. Name of licensed contractor or person performing work along with contact information.
2. Location and type of work to be performed.

B. Excavation Permit

1. Name of licensed contractor or person performing work along with contact information.
2. Location and type of work to be performed.
3. Map indicating proposed work. Note that an A-2 survey survey may not be required by the Department of Public Works. However, the map shall indicate proposed work and existing roadway utilities and facilities. In addition, for house utility laterals, a field walk performed by the applicant and a Department of Public Works representative may be substituted for the submittal of a map.
4. All utilities shall be installed in accordance with City standards with respect to size, depth, location, materials, and bedding.

All contractors or persons shall provide the Department of Public Works information regarding the impact the work will have on traffic. The Department of Public Works may require a traffic control plan. Contractors or persons are advised that every road closure requires authorization and approval from the Director of Public Works or the Chief of Police, no other City entity or person is authorized to approve the closure of a City Street.

No work shall be performed prior to the approval of the permit by the Department of Public Works. Public Utilities performing emergency work shall submit a permit to the Department of Public Works within 48 hours of an emergency.

An application fee shall be charged to each contractor obtaining a Department of Public Works permit, issued in accordance with this ordinance. The application fee shall be set by the Board of Public Works. In accordance with the ordinance a separate application fee shall be established for work performed by public utility companies.

MAY 14, 2024

Sec. 21-69. Excavation of newly paved roadways.

Contractors shall be advised that the City enforces a moratorium on the issuance of excavation permits on newly-paved roads. No permit will be issued for a period of five (5) years after a roadway is paved to install main line utilities, and three (3) years to install laterals. If required, restoration shall include the milling and paving of the roadway curb-to-curb, or a full lane width at the contractor's expense, as agreed upon by the utility company and the Department of Public Works. Said work shall be performed by the Department of Public Works. Restoration of pavement for lateral installation, during the moratorium period, shall consist of milling a larger patch (2 ft. around perimeter of temporary patch) and repaving in accordance with Department of Public Works specifications. Work shall include the installation of a full pavement depth (4 inch min) in the area of the temporary patch.

Sec 21-70. Excavation within City streets.

Pavement and/or sidewalks shall be cut or sawn to straight neat lines. Excavation without cutting or sawing is not allowed. Outline shall be parallel, and six (6) inches minimum, outside either edge of the proposed trench.

Tunneling under pavement or sidewalks is not allowed. Bituminous material, cement concrete, ledge, rocks and boulders over six (6) inches in any dimension, shall be removed from the job, together with any clay, silt, or organic material. The Public Works Inspector will check the material excavated and will allow re-use as backfill, sandy and/or gravelly material. Material not approved of shall be disposed of from the job site. Backfill shall be approved sandy gravelly material with no stones over six (6) inches in any dimension. Backfill shall be compacted in fifteen-inch lifts or layers using mechanical compaction equipment approved by the Department of Public Works.

The trench shall be filled to within eleven (11) inches of the finished grade, consisting of nine (9) inches of approved processed gravel which shall be spread and compacted, then two (2) inches of bituminous concrete temporary pavement which shall be spread and compacted, and the finished material flush with the adjacent existing surface.

The limits of permanent patch shall be established/confirmed at the completion of work/installation of temporary asphalt patch. Permanent patches shall extend 6-inches beyond the temporary patch, and require the contractor to re-cut the roadway asphalt. The City of Bristol may require the installation of additional roadway asphalt patch to improve road conditions, and may extend the permanent patch limits to include older patches or road defects. If the City requires the replacement of additional roadway, the cost of the additional work will be paid for by the City, or the utility company will pay the City the application cost of the required patch (not including the additional work) and the City will install the entire/desired permanent patch that is required to repair the utilities work and the road defect. All utility boxes shall be installed flush with pavement.

Bituminous concrete material shall be "hot mix," except during the winter season when plants are closed. "Cold patch" may be used with prior authorization and approval by the

MAY 14, 2024

Department of Public Works. During the period between temporary patch and permanent patch, the utility contractor shall be responsible for maintaining the patch, and shall promptly correct all defects upon order of the Director of Public Works. Failure by the contractor to maintain the trench in a safe condition will result in the Department of Public Works performing the work and charging the contractor for said repairs.

The storage of materials or equipment within the City's right of way is not allowed, unless authorized by the Public Works Engineering Division, or the Director of Public Works. The site shall be cleaned and swept at the end of each day. The blocking of private driveways is prohibited.

Sec 21-71. Permanent patching and restoration of City streets.

All temporary pavement patches shall be removed and replaced after one year with a permanent pavement patch or pavement restoration.

Annually, the Department of Public Works will procure the services of a paving contractor to remove temporary pavement patches installed as part of the Department of Public Works permit defined in this ordinance. The procured paving contractor will install all permanent pavement patches installed within the last year. Permit holders are not authorized or permitted to install permanent roadway patches unless otherwise approved by the Board of Public Works.

At the time of issuance of an Excavation Permit, the contractor shall deposit a fee equal to the estimated cost of the permanent patch. Upon completion, the actual patch will be measured, and the contractor shall be billed for any permanent patch cost to the City that exceeds the amount deposited by the contractor. If the permanent patch cost to the City is less than the amount deposited with the City, the contractor will receive a credit.

Calculation of estimated patch costs will be based on trench length and width (width shall be diameter of pipe plus thirty-six (36) inches, minimum forty-eight (48) inches, plus twelve (12) inches for every foot to depth of trench). Permits will not be issued to contractors owing the City any permanent patch fees. The City may institute legal action against contractors and those responsible for nonpayment of any permanent patch costs owed to the City if any permanent patch fee is not paid within ninety (90) days of the due date. The Department of Public Works shall calculate the unit pavement cost based on the pavement contractor's cost with a twenty (20) percent escalator for charging contractors, that year, for trench permanent patching.

The Public Works Department shall keep a written record of all trenches including: the dates of excavation, temporary patches and permanent patches, deposit fees received, estimated final fees and actual final fees, the balances owed or the credits due, and the exact locations and types of utilities. The City shall maintain a separate non-interest bearing fund for permanent patching of all City streets. All payments by contractors or persons excavating in a public right of way shall be deposited in the fund, and payments for completed permanent patching shall be disbursed from the fund.

MAY 14, 2024

All contractors shall be required to identify the temporary pavement trenches by spray painting the company's name at several locations, based on the size of the trench, as determined by the Department of Public Works. Work performed by Public Utility companies, or contractors performing the work for the public utility, shall identify the trench using the public utility companies' name.

Public utility contractors authorized by the Department of Public Works are permitted to install their own permanent patch. However, all work must be performed in accordance with Department of Public Works requirements and specifications. Based on roadway pavement, Public Utility Companies may be required by the Department of Public Works to restore roadway pavement by milling and paving roadway sections, either curb to curb or full travel lane widths. Said pavement restoration (milling and paving) shall be paid for at the sole expense of the public utility company or the utility company may fund the City performing the work.

All permanent pavement installation and roadway pavement restoration shall confirm with City standards and specifications. Existing bituminous material shall be removed, existing pavement shall be cut to reasonably straight longitudinal lines, transverse jogs within ten (10) feet of each other shall not be accepted, and transverse cuts shall be perpendicular to the longitudinal cut. Several small excavations shall be widened into one. If existing pavement has cracked due to trench settlement, the edge of the trench shall be cut beyond such cracks to firm true pavement. The subgrade shall be graded and compacted to four (4) inches below finished grade. The contractor shall add any necessary processed gravel to bring trench to subgrade, care shall be taken to keep processed gravel tight under adjacent pavement. The edge of existing bituminous shall be painted with hot liquid asphalt prior to paving. Transverse joints in new patch shall be cut square and painted with hot liquid asphalt. Bituminous material shall be placed in two (2) equal compacted layers of one and one-half inches. Finished surface shall meet existing surface neat and true. The edges of completed patch shall be sealed with an application of hot liquid asphalt three (3) inches minimum wide.

The Department of Public Works may expand the permanent patch limits and increase the area of the permanent patch to correct roadway defects that existed prior to work performed in accordance with the permit. Said work shall be paid for by the City.

Sec. 21-72 – 21-91. – Reserved

8. **OLD BUSINESS** – None.

9. **NEW BUSINESS** – None.

10. **RESIGNATIONS**

The following resignations were presented:

Corey Nagle – Youth Commission and Bristol Parking Authority

MAY 14, 2024

On motion of Council Member Thibeault and seconded by Council Member Howe, it was unanimously voted: To accept the resignations and send a letter of thanks.

11. APPOINTMENTS

The following appointments were presented:

Bristol Burlington Health District Commission

Robert Wetmore – Appointment – term to 7/26.

Confirming motion by Council Member Tyler.

Motion passed in voice vote.

Fair Rent Commission

Camerin Crowal – Appointment as alternate member – term to 5/27.

Replaced Mary Alford.

Confirming motion by Council Member Panioto.

Motion passed in voice vote.

Cristina Costa – Reappointment – term to 5/27.

Confirming motion by Council Member Tyler.

Motion passed in voice vote.

Susan Pyzynski – Reappointment – term to 5/27.

Confirming motion by Council Member Tyler.

Motion passed in voice vote.

Inland/Wetlands Commission

Greg Klimek – Appointment as alternate member – term to 5/27.

Confirming motion by Council Member Rosengren.

Motion passed in voice vote.

James Carros – Reappointment – term to 5/27.

Confirming motion by Council Member Thibeault.

Motion passed in voice vote.

Daniel Massaro, Jr. – Reappointment – term to 5/27.

Confirming motion by Council Member Thibeault.

Motion passed in voice vote.

Bristol Parking Authority

Jason Broyles – Appointment – term to 4/25.

Replaced Corey Nagle.

Confirming motion by Council Member Olsen.

Motion passed in voice vote.

MAY 14, 2024

James Driscoll – Reappointment – term to 4/27.
Confirming motion by Council Member Tyler.
Motion passed in voice vote.

Transportation Committee

Bruce Lindsley – Appointment – term to 1/27.
Replaced Joseph Wasta.
Confirming motion by Council Member Thibeault.
Motion passed in voice vote.

Youth Commission – Under 21 yrs. old Representative

Luke Viens – Appointment – term to 5/27.
Replaced Makayla Cervantes.
Confirming motion by Council Member Olsen.
Motion passed in voice vote.

12. CONNECTICUT LIGHT AND POWER COMPANY RESOLUTION

a. Communication received from Assistant Corporation Counsel Conlin.

On motion of Council Member Rosengren and seconded by Council Member Thibeault, it was unanimously voted: To approve a Resolution to grant to CT Light and Power Company, d.b.a. Eversource Energy, an assignment of an easement through property of the Immanuel Evangelical Lutheran Church on Kelley Street.

The Resolution reads as follows –

BE IT RESOLVED: That the City of Bristol grant and convey to the Connecticut Light and Power Company d/b/a Eversource Energy, a corporation chartered by the General Assembly of the State of Connecticut and having its principal office in Berlin, Connecticut, its successors and assigns, permanent rights for the installation and maintenance and repairs of electric lines over, under and across land of the Immanuel Evangelical Lutheran Church pursuant to an Aerial Right of Way Easement recorded at Volume 2281 Page 416 of the City of Bristol Land Records and depicted on Map Q-666 of said land records, such easement situated within the City of Bristol, as set forth in the easement presented to this meeting, which is hereby ordered filed with the records of this meeting; and

RESOLVED: That the Mayor of the City of Bristol be and he be authorized to execute and deliver in the name of the City an assignment of easement presented to this meeting and to do any and all other acts to effectuate the foregoing.

A roll call vote was taken.

MAY 14, 2024

<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Council Member Howe		
“ ”	Olsen	
“ ”	Panioto	
“ “	Rosengren	
“ ”	Thibeault	
“ ”	Tyler	
	Mayor Caggiano	

RESOLUTION ADOPTED: YES – 7; NO – 0; ABSTAIN – 0.

13. CONTRACTS

a. Contract 2C24-097 Fire Alarm Panel Replacement – Edgewood Pre-K Academy

Communication received from BOE Operations and Facilities Manager Landon.

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To award Contract 2C24-097 Fire Alarm Panel Replacement at Edgewood Pre-K Academy to L. Holzner Electric Company, in the amount of \$256,500 and to authorize the Mayor or Acting Mayor to execute.

b. Agreement for Multi-function Print Devices with The Office Works, Inc.

Communication received from Purchasing Agent Rousseau.

On motion of Council Member Panioto and seconded by Council Member Howe, it was unanimously voted: To approve a five-year agreement for multi-function print devices with The Office Works, Inc., and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

c. Purchase and Sale Agreement with Business Park Avenue, LLC d.b.a. Allstate Commercial Driver Training School

Communication received from Economic and Community Development Director Malley.

On motion of Council Member Olsen and seconded by Council Member Panioto, it was unanimously voted: To authorize Mayor Jeffrey Caggiano, or Acting Mayor, to execute a Purchase and Sale Agreement and to complete the property transaction, subject to the approval of Corporation Counsel, with Business Park Avenue, LLC, d.b.a. Allstate Commercial Driver Training School, for the sale of the Southeast Bristol Business Park property known as “Lot #10 and Lot #11” as reflected on the map known as *Boundary Survey* from Dufour Surveying LLC dated May 6, 2022 and *Lot Line Revision Map Lots 10, 11, and 12* dated February 26, 2015 for the purchase price of \$275,000; and to refer this matter to the Planning Commission for

MAY 14, 2024

completion of a C.G.S. 8-24 Report, and to the City Council Real Estate Committee for completion of a C.G.S. 7-163e Public Hearing for the sale of municipally owned property.

d. Municipal Recyclable Processing Contract – Murphy Road, LLC

Communication received from Public Works Director Rogozinski.

On motion of Council Member Thibeault and seconded by Council Member Olsen, it was unanimously voted: To approve the proposed “Acceptable Recyclables Processing Agreement between Bristol Resource Recovery Facility Operating Committee and the City of Bristol and Murphy Road, LLC” and authorize the Mayor or Acting Mayor to execute any and all documents associated with the proposed contract on behalf of the City. Execution of contract shall be dependent upon final review of contract by Corporation Counsel.

14. EXECUTIVE SESSION TO DISCUSS AND TAKE ANY NECESSARY ACTION ON LITIGATION MATTER SHAWNA CAPOLUPO BROOKS V. TIMOTHY O’BRIEN, ET AL, US DISTRICT COURT DOCKET NO. 3:21 CV 01688 VAB

At 8:09 p.m., on motion of Council Member Rosengren and seconded by Council Member Thibeault, it was unanimously voted: To convene into Executive Session to discuss Shawna Capolupo Brooks v. Timothy O’Brien, et al., US District Court Docket No. 3:21 CV 01688 VAB.

Present to discuss the matter of Shawna Capolupo Brooks v. Timothy O’Brien, et al.: Mayor Caggiano; Council Members Howe, Olsen, Panioto, Thibeault, and Tyler; Corporation Counsel Krawiecki; and Assistant Corporation Counsels Conlin and Steeg. Council Member Rosegren recused himself due to a conflict of interest.

Discussion was held. No votes were taken.

At 8:18 p.m., on motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: To reconvene into Public Session.

On motion of Council Member Olsen and seconded by Council Member Thibeault, it was unanimously voted: To resolve litigation matter Shawna Capolupo Brooks v. Timothy O’Brien, et al., US District Court Docket No. 3:21 CV 01688 VAB by settling for the amount of \$20,000.00, and that the Corporation Counsel be authorized to sign any and all documents on behalf of the City of Bristol to effectuate this judgment.

15. OTHER BUSINESS – None.

MAY 14, 2024

16. ADJOURNMENT

At 8:19 p.m., on motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To adjourn.

ATTEST: _____
Erica Cabiya
Town & City Clerk

UNAPPROVED

WATER DEPARTMENT
NEW HIRE REPORT
5/1/2024 TO 5/31/2024

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CITY</u>	<u>HIRE DATE</u>	<u>SALARY</u>		<u>UNION</u>	<u>STATUS</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>
WILSON	CONNOR	BRISTOL	05/06/2024	\$ 16.84	PER HOUR	NON-BARG	TP	WATER DEPARTMENT	TEMPORARY
CAUDILL	HAYDEN	BRISTOL	05/06/2024	\$ 16.84	PER HOUR	NON-BARG	TP	WATER DEPARTMENT	TEMPORARY
VASILE	SAMUEL	BRISTOL	05/06/2024	\$ 16.84	PER HOUR	NON-BARG	TP	WATER DEPARTMENT	TEMPORARY
GILLARD	ASHTON	AVON	05/13/2024	\$ 16.84	PER HOUR	NON-BARG	TP	WATER DEPARTMENT	TEMPORARY

TOTAL: 4

RECEIVED
2024 JUN -4 AM 9:03
TOWN AND CITY CLERK
BRISTOL, CT

NEW HIRE REPORT
5/1/2024 TO 5/31/2024

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CITY</u>	<u>HIRE DATE</u>	<u>SALARY</u>		<u>UNION</u>	<u>STATUS</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>
FAGGAINI	TORI	BRISTOL	05/28/2024	\$ 26.06	PER HOUR	LOCAL 233	FT	CITY CLERK	SENIOR ADMIN ASST-CITY CLERK
SOLA	TOMMY	MERIDEN	05/20/2024	\$ 24.76	PER HOUR	LOCAL 1338	FT	PUBLIC WORKS	LABORER SOLID WASTE
MAZZONE	MARISSA	BRISTOL	05/30/2024	\$ 18.00	PER HOUR	NON-BARG	OC	REGISTRAR OF VOTERS	DEPUTY REGISTRAR
ANSAH	PAIGE	BRISTOL	05/01/2024	\$ 16.09	PER HOUR	NON-BARG	PT	PARK DEPARTMENT	ATTENDANT
ARTHUR ADZO	LESLIE	BRISTOL	05/01/2024	\$ 16.09	PER HOUR	NON-BARG	PT	PARK DEPARTMENT	ATTENDANT
ASENSIO	KEIRA	BRISTOL	05/01/2024	\$ 16.09	PER HOUR	NON-BARG	PT	PARK DEPARTMENT	ATTENDANT
LUMIA	SARA KATE	WOLCOTT	05/01/2024	\$ 16.34	PER HOUR	NON-BARG	PT	PARK DEPARTMENT	LIFEGUARD
DAGOSTINO	TYLER	BRISTOL	05/21/2024	\$ 16.84	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LABORER PARK SEASONAL
GAVIN	JAMES	CANTON	05/15/2024	\$ 35.00	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	FACILITATOR
HAMILTON	WILLIAM	BRISTOL	05/28/2024	\$ 16.84	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LABORER PARK SEASONAL
LAWSON	ALAYNA	BRISTOL	05/13/2024	\$ 16.09	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	INTERN RECREATION

5a

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>CITY</u>	<u>HIRE DATE</u>	<u>SALARY</u>		<u>UNION</u>	<u>STATUS</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>
MALICK	UMAR	BRISTOL	05/13/2024	\$ 16.84	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LABORER PARK SEASONAL
MICHELE	HAYDEN	BRISTOL	05/06/2024	\$ 20.00	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	FACILITATOR
PITTMAN	CHARLES	BRISTOL	05/29/2024	\$ 19.09	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LEAD LIFEGUARD
RIVOIRA	CARSON	BRISTOL	05/06/2024	\$ 16.84	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LABORER PARK SEASONAL
SASSU	ZACHARY	BRISTOL	05/06/2024	\$ 20.00	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	FACILITATOR
SIMMONS	JEFFREY	BRISTOL	05/06/2024	\$ 20.00	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	FACILITATOR
SINGLETON	RENEE	BRISTOL	05/20/2024	\$ 15.69	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	APPRENTICE
TAILLON	JEFFREY	BRISTOL	05/06/2024	\$ 20.00	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	FACILITATOR
TATUM	JEREMIAH	BRISTOL	05/20/2024	\$ 16.84	PER HOUR	NON-BARG	SE	PARK DEPARTMENT	LABORER PARK SEASONAL
HAMILTON	JEWEL	BRISTOL	05/15/2024	\$ 20.00	PER HOUR	NON-BARG	TP	PUBLIC WORKS - ENGINE	TEMPORARY WORKER
JANICK	VIRGINIA	BRISTOL	05/29/2024	\$ 21.00	PER HOUR	NON-BARG	TP	CITY CLERK	TEMPORARY WORKER

TOTAL: 22

RECEIVED
2024 JUN -4 AM 9:03
TOWN AND CITY CLERK
BRISTOL, CT



RECEIVED

2024 JUN -4 PM 12:31

TOWN AND CITY CLERK
BRISTOL, CT



DATE: June 4, 2024

Tax Collector's Office | 860.584.6270

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

I hereby request refunds to the following tax accounts listed below for the reasons stated.

<u>CURRENT LIST YEAR</u>		<u>SUPPLEMENTAL MOTOR VEHICLE</u>			
<u>NAME</u>	<u>LIST NUMBER</u>	<u>TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>
JP MORGAN CHASE BANK NA	2022-04-0404032	\$ 469.48			\$ 469.48 VEHICLE SOLD
KENKRE, MANISH	2022-04-0404127	\$ 173.69			\$ 173.69 OVERPAYMENT NCC
TOTAL		\$ 643.17	\$ -	\$ -	\$ 643.17

<u>CURRENT LIST YEAR</u>		<u>MOTOR VEHICLE</u>			
<u>NAME</u>	<u>LIST NUMBER</u>	<u>TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>
ALLY FINANCIAL	2022-03-0348811	\$ 411.55			\$ 411.55 OWNERSHIP CHANGE
ALLY FINANCIAL	2022-03-0348808	\$ 488.45			\$ 488.45 OWNERSHIP CHANGE
ALLY FINANCIAL	2022-03-0348796	\$ 131.27			\$ 131.27 OWNERSHIP CHANGE
ALLY FINANCIAL	2022-03-0348794	\$ 703.82			\$ 703.82 OWNERSHIP CHANGE
LAROCQUE, LENROY	2022-03-0325898	\$ 60.00			\$ 60.00 OVERPAYMENT NCC
MARTIN, CLARENCE J	2022-03-0329220	\$ 10.11			\$ 10.11 VEHICLE SOLD
TOTAL		\$ 1,805.20	\$ -	\$ -	\$ 1,805.20

<u>PRIOR LIST YEAR</u>		<u>MOTOR VEHICLE</u>			
<u>NAME</u>	<u>LIST NUMBER</u>	<u>TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>
BARTUCCA-OLSON, KATHERINE	2020-04-0400659	\$ 737.70			\$ 737.70 OVERPAYMENT NCC
BARTUCCA-OLSON, KATHERINE	2021-03-0302815	\$ 192.08			\$ 192.08 OVERPAYMENT NCC
LAFLEUR, MICHELLE	2020-03-0335683	\$ 6.45			\$ 6.45 JUNKED
ROMAN, SHIQUAN	2021-03-0339965	\$ 190.65			\$ 190.65 OVERPAYMENT NCC
SKELSKEY, PAUL	2020-03-0342708	\$ 9.23			\$ 9.23 OVERPAYMENT
WILLISTON, CHARLES	2021-03-0349531	\$ 135.60			\$ 135.60 OVERPAYMENT
TOTAL		\$ 1,271.71	\$ -	\$ -	\$ 1,271.71

<u>CURRENT LIST YEAR</u>		<u>REAL ESTATE</u>				<u>REASON</u>
<u>NAME</u>	<u>LIST NUMBER</u>	<u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	
BACHAND, BRITTNEY	2022-01-0108301	\$ 1,590.19			\$ 1,590.19	OVERPAYMENT
RODRIGUEZ, ANTHONY	2022-01-0107319	\$ 1,983.49			\$ 1,983.49	OVERPAYMENT
TOTAL		\$ 3,573.68	\$ -	\$ -	\$ 3,573.68	

City of Bristol
111 North Main Street
Bristol, CT 06010
www.bristolct.gov

<u>PRIOR LIST YEAR</u> <u>NAME</u>	<u>LIST NUMBER</u>	<u>REAL ESTATE</u> <u>CITY TAX</u>	<u>INT</u>	<u>FEES</u>	<u>TOTAL</u>	<u>REASON</u>
ARPI, JENNY	2020-01-0111628	\$ 3,240.39			\$ 3,240.39	OVERPAYMENT
BATOR, RAYMOND + KIMBERLY	2020-01-0101411	\$ 3,963.67			\$ 3,963.67	OVERPAYMENT
CUNNINGHAM, CRYSTAL	2020-01-0104689	\$ 2,467.06			\$ 2,467.06	OVERPAYMENT
HEBERT, PATRICIA	2020-01-0108728	\$ 1,690.66			\$ 1,690.66	OVERPAYMENT
KLIMEK, ERICA	2020-01-0110151	\$ 3,044.23			\$ 3,044.23	OVERPAYMENT
TOTAL		\$ 14,406.01	\$ -	\$ -	\$ 14,406.01	

TOTAL ALL MOTOR VEHICLE	\$	3,720.08
TOTAL PERSONAL PROPERTY	\$	-
TOTAL ALL REAL ESTATE	\$	17,979.69
GRAND TOTAL ALL COLLECTIONS	\$	21,699.77

RESPECTFULLY,

Jennifer D. Cole, CMC

JENNIFER COLE
DEPUTY TAX COLLECTOR



Purchasing Department | Tel. 860.584.6195

MEMORANDUM

To: Erica Cabiya, Town and City Clerk
Cc: Mayor Jeffrey Caggiano
Office of Corporation Counsel
Tara Landon, BOE Operations and Facilities Manager/
Assistant Manager of School Projects
From: Roger D. Rousseau, Purchasing Agent
Date: May 30, 2024

2024 MAY 31 PM 1:04
RECEIVED
CITY OF BRISTOL
CONNECTICUT

RE: Contract 2P24-102 Third Party Design Review for Northeast Middle School

The City received and reviewed a proposal from **Friar Architecture Inc.** for performance of a third party review of construction documents relative to the Northeast Middle School project. Following review of qualifications and subsequent review of fee proposals by the Building Committee, the building committee recommends award of a contract for this work to **Friar Architecture Inc.**

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

To award **Contract 2P24-102 Third Party Design Review for Northeast Middle School** to **Friar Architecture Inc.** in the amount of **\$24,800.00**, and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Please let me know if I can provide any further information regarding this contract.

Thank you for your consideration of this request.



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 MAY 28 PM 2:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – Business Park Drive - Map 3, Lot 10 and Lot 11

The Planning Commission, at its Regular Meeting of May 20, 2024, voted to send a positive referral to the City Council with the following motion:

"The Planning Commission recommends that the City of Bristol move forward with the proposed sale of property located at Business Park Drive - Map 3, Lot 10 and Lot 11, the sale, as presented, is consistent with the goals and policies of the 2015 Plan of Conservation and Development, amended to April 1, 2018."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

5e
RECEIVED

2024 MAY 28 PM 2:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – Downs Street - Map 34, Lot 93

The Planning Commission, at its Regular Meeting of May 20, 2024, voted to send a positive referral to the City Council with the following motion:

"The Planning Commission finds that the granting of a proposed utility easement for Eversource on Downs Street – Map 34, Lot 93, as presented, is consistent with the goals and policies of the 2015 Plan of Conservation and Development, amended to April 1, 2018."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)

5f.



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 MAY 28 PM 2:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – Wheeler Clinic, Map 30, Lot 3

The Planning Commission, at its Regular Meeting of May 20, 2024, voted to send a positive referral to the City Council with the following motion:

"The Planning Commission finds that the proposed short-term leasing of parking spaces for the Wheeler Clinic, LLC, at Map 30, Lot 3, as presented, is consistent with the goals and policies of the 2015 Plan of Conservation and Development, amended to April 1, 2018."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 MAY 28 PM 2:29

FOR THE CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – 64 Washington Street - Map 43, Lot 19

The Planning Commission, at its Regular Meeting of May 20, 2024, voted to send a positive referral to the City Council with the following motion:

"The Planning Commission recommends that the City of Bristol move forward with the proposed sale of part of municipal property located at 163 Church Avenue Map 43, Lot 16 to 64 Washington Street, Map 43, Lot 19, as indicated on the map submitted the sale, as presented, is consistent with the goals and policies of the 2015 Plan of Conservation and Development, amended to April 1, 2018."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)

5h



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 MAY 28 PM 2:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – Candlewood Drive - Map 2, Lot 120-9

The Planning Commission at its meeting of May 20, 2024, voted to continue its consideration of the above application to its meeting of June 24, 2024, in order to allow you to address the outstanding staff comments associated with the plan.

"To table this item is until next month to allow staff the opportunity to conduct further research."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)



City of Bristol

BRISTOL, CONNECTICUT 06010

Planning Commission

RECEIVED

2024 MAY 28 PM 2:29

TOWN AND CITY CLERK
BRISTOL, CT

DATE: May 21, 2024
TO: City Council (c/o Erica Cabiya, Town and City Clerk)
FROM: Bristol Planning Commission
RE: C.G.S. 8-24 Review – Violet Drive - Map 2, Lot 129-2

The Planning Commission at its meeting of May 20, 2024, voted to continue its consideration of the above application to its meeting of June 24, 2024, in order to allow you to address the outstanding staff comments associated with the plan.

"To table this item is until next month to allow staff the opportunity to conduct further research."

For questions or additional information, please contact:
City Planner – Robert M. Flanagan, AICP – City of Bristol Land Use Office at 860-584-6225.

cc: Attorney J. Steeg (via email)

Shelby Pons, **Chair**
Maria Simmons, **Vice Chair**
Jill Fitzsimons-Bula, **Secretary**
Russell Anderson
Eric Carlson
Kristen Giantonio
Lorianne Osenkowski
Dante Tagariello
Jennifer Van Gorder



P.O. Box 450 | 129 Church Street
Bristol, CT 06011-0450
860-584-7000 | Fax 860-584-7611

5j
Iris White
Acting Superintendent of Schools

Michael Dietter, Ed.D.
Deputy Superintendent of Schools

June 5, 2024

Erica Cabiya
Town and City Clerk
City of Bristol
111 North Main Street
Bristol, CT 06010

RECEIVED
2024 JUN -5 AM 8:12
TOWN AND CITY CLERK
BRISTOL, CT

Dear Ms. Cabiya,

At the regular Northeast Middle School building committee meeting held on June 4, 2024, the committee voted to award Contract 2P24-102 Enhanced Commissioning Agent Services for Northeast Middle School to Van Zelm Heywood & Shadford, Inc. in the amount of \$159,960.00. Please consider the inclusion of the following motion for the upcoming City Council meeting to be held on Tuesday, June 11, 2024:

To award Contract 2P24-102 Enhanced Commissioning Agent Services for Northeast Middle School to Van Zelm Heywood & Shadford, Inc. in the amount of \$159,960.00 and to authorize the Mayor or Acting mayor to execute any documents necessary to effect said contract.

Please let me know if there are any questions.

Sincerely,

A handwritten signature in black ink that reads "Tara Landon". The signature is fluid and cursive, with the first name "Tara" being more prominent.

Tara Landon
Operations Facility Manager
Assistant Manager of School Projects



Department of Public Works | 860.584.6125

MEMORANDUM

DATE: June 5, 2024

TO: Mayor Jeffrey Caggiano
Board of Public Works

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

RE: **DPW DOWNS STREET BRIDGE – EVERSOURCE EASEMENT**

The Department of Public Works is scheduled to replace the Downs Street Bridge, and is currently finalizing design and environmental permitting associated with the proposed construction. Relocation of Eversource gas is required to facilitate construction. The gas main is currently fastened to the bridge, and in order to prepare for construction, the gas main has been installed via directional boring under the Pequabuck River (15 ft. deep).

City Council at its May 14, 2024 meeting referred to the City's Planning Commission in accordance with State Statute 8-24 requesting a positive referral for the City to provide Eversource an easement for the purpose relocating the gas main onto a portion of the City property identified as Lot 34-93. In accordance the Planning Commission's positive referral, the Department of Public Works requests the following City Council action:

Authorize the Mayor to sign any and all documents associated with a lease to Yankee Gas Service Company dba Eversource Energy for the purpose of installing utilities on Lot 34-93 Downs Street.

As previously indicated, the easement is located within the zoning front yard setback of the City parcel, and therefore, will not impede future development. In addition, the use of directional boring does not require excavation or disturbance of the property.

Please feel free to contact me with any questions or concerns at 860-584-6113.



Department of Public Works | 860.584.6125

MEMORANDUM

DATE: June 4, 2024

TO: Mayor Jeffrey Caggiano
Board of Public Works

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

RE: **DPW – WHEELER CLINIC INC. LEASING OF CITY PROPERTY FOR
TEMPORARY PARKING**

RECEIVED
2024 JUN -5 AM 8:34
CITY AND CITY CLERK
BRISTOL, CT

As previously presented to the City Council, Board of Public Works and the Zoning Commission a portion of Wheeler's required parking will be provided within the Hope Street parking garage. It was recognized and planned on to utilize the City parcel located to the south (Lot 3) of Wheeler Clinic temporarily as a surface parking lot until the construction of the City's Hope Street Parking Garage was complete.

Wheeler is scheduled to occupy the building starting July 30, 2024 and the Hope Street parking garage is scheduled for completion in April 2025, therefore the City will lease 63 parking spaces to Wheeler. In accordance with Wheeler's site plan approval, leased parking shall be within 500 ft. of the Wheeler building.

City Council at its May 14, 2024 meeting referred to the City's Planning Commission in accordance with State Statute 8-24 requesting a positive referral for the City to lease 63 parking spaces to Wheeler Clinic Inc. (1 Hope St Lot 30-4) for the purpose of complying with City zoning requirements. In accordance the Planning Commission's positive referral, the Department of Public Works requests the following City Council action:

Authorize the Mayor to sign any and all documents associated with a lease and or temporary easement with Wheeler Clinic Inc., (1 Hope St Lot 30-4) to provide approximately 63 parking spaces on the City owned property identified at Lo 30-3, Hope St. Said parking is for the purpose of Wheeler Clinic Inc., complying with City zoning requirements. The lease and or temporary easement shall be for the approximate time period of July 2024 to May 2025.

Please feel free to contact me with any questions or concerns at 860-584-6113.

6a.

**ADOPTION OF ORDINANCE
CHAPTER 21, STREETS, SIDEWALKS AND
PUBLIC PLACES, ARTICLE II, DIVISION 3. CONTRACTOR'S
LICENSE SEC. 21-66 THROUGH 21-76**

BRISTOL CITY COUNCIL MEETING

JUNE 11, 2024

COUNCILWOMAN SUSAN TYLER
CHAIR, ORDINANCE COMMITTEE

RECEIVED
2024 JUN -5 PM 3:42
TOWN AND CITY CLERK
BRISTOL, CT

MOTION: I hereby **MOVE** that Chapter 21, Streets, Sidewalks and Public Places, Article II, Division 3 Contractor's License Sec. 21-66 through 21-76 of the Code of Ordinances of the City of Bristol, Connecticut, is hereby included to read as follows. I **FURTHER MOVE** that the City Clerk publish said additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol. (Additions are underlined and deletions are bracketed.)

DIVISION 3. [CONTRACTORS LICENSE

Sec. 21-66. Required; exception.

No person shall lay in any street any new curb or sidewalk or relay any existing curb or sidewalk unless he is licensed as a curb and walk layer; provided, however, that the provisions of this section shall not prevent the making without such license of minor repairs to an existing sidewalk by the owner of the property in front of which such sidewalk is located or by such owner's agent without remuneration.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-67. Application.

The applicant for the license required by this division shall state in his application his actual place of business, together with the name under which the business is done, and shall notify the superintendent of public works of any subsequent change in either.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-68. Bond and insurance to be filed at time of application.

Every person making application for a license as a curb and walk layer shall file with the superintendent of public works a satisfactory bond, of a surety company authorized to do business in the city, in the sum of ten thousand dollars (\$10,000.00), and conditioned substantially that the applicant, his employees or agents shall faithfully perform such work in all

respects and shall replace and restore that portion of any street in which the applicant, his servants or agents shall make any excavation, to as good a condition as that in which the same was before such work was performed. Such licensee shall also file with the superintendent of public works a satisfactory public liability insurance certificate in the minimum amount of one hundred thousand dollars (\$100,000.00) for personal injury and ten thousand dollars (\$10,000.00) for property damage, to indemnify and save the city and its agents harmless from all suits and actions brought against the city or any officer thereof for or on account of any injuries or damage received or sustained by any person in consequence of, or resulting from, any negligence in guarding such work, or any act or omission of the licensee.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72; Ord. of 12-5-78)

Sec. 21-69. Issuance.

The superintendent of public works shall issue a license as a curb and walk layer to any person believed by the superintendent to be suitable and competent, who complies with the conditions governing such license.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-70. Licensee's duties.

The licensee under this division shall comply in all respects with the rules and regulations established by the superintendent of public works relative to the work for which he is licensed, and with the terms of the permits therefor which may be issued to him, and shall also pay all fines imposed upon him for violation of any such rules and regulations. He shall give personal supervision to the work done under his license and shall employ thereon only competent workmen.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-71. Suspension or revocation.

Whenever, in the opinion of the director of public works, any licensed curb and walk layer violates any of the provisions of this article, or any of the rules, regulations and specifications adopted by the director, the director may order the suspension or revoking of the license of such curb and walk layer.

(Code 1960, § 36-17; Ord. of 5-1-62; Ord. of 7-5-72)

Secs. 21-72—21-76. Reserved.

DIVISION 4. PERMITS¹

¹Cross reference(s)—Licenses and miscellaneous business regulations. Ch. 13.

Sec. 21-77. Permit required for sidewalk and driveway apron construction.

No work on the construction of a sidewalk or driveway apron shall be started without first obtaining a permit from the director of public works which shall be posted and available for inspection.

(Code 1960, § 36-16; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-78. Contractor's street work permit—Required.

No curb and walk layer shall commence any work upon any street in the city until he has applied for and secured a permit to do so issued by the director of public works.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-79. Same—Application.

Applications for the permit required by section 21-78 of this division shall be signed by the curb and walk layer, or his authorized agent. They shall specify the ownership and location of the property where the work is to be done, and shall contain an agreement to be signed by the curb and walk layer that he will do the contemplated work in accordance with the rules and regulations of the department of public works and the city specifications pertaining to such work, and that he will indemnify and save the city harmless from all damages caused by his acts or omissions while acting under the permit applied for.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

Sec. 21-80. Same—To be kept on job during continuance of work.

The permit required by section 21-78 of this division shall be kept on the job during the continuance of the work and shall be available for inspection by all authorized persons.

(Code 1960, § 36-18; Ord. of 5-1-62; Ord. of 7-5-72)

DIVISION 5. PERMANENT PATCHING OF CITY STREETS²

Sec. 21-81. General provisions.

The permanent patching of all utility trenches and other excavations in streets maintained by the City of Bristol will be by the public works department or under contract to the city.

All utility contractors shall obtain an excavating permit for any trenches in the public street.

(Ord. of 8-13-84)

Sec. 21-82. Excavation, backfilling and patching, general requirements.

Pavement and/or sidewalks shall be cut or sawn to straight neat lines, excavation without cutting or sawing will not be allowed. Cut line shall be parallel and six (6) inches minimum, outside either edge of the proposed trench. Tunneling under pavement or sidewalks will not be allowed. Bituminous material, cement concrete, ledge, rock and boulders over six (6) inches in any dimension shall be removed from the job, together with any clay, silt, or organic material. The public works inspector will check the material excavated and will allow re-use as backfill, sandy and/or gravelly material. Material not approved shall be disposed of off the job. Backfill shall be approved sandy gravelly material with no stones over six (6) inches in any dimension. Backfill shall be compacted in twelve-inch layers using mechanical compaction equipment.

The trench shall be filled to within eleven (11) inches of finished grade, eight (8) inches of approved processed gravel shall be spread and compacted, then three (3) inches of bituminous concrete shall be spread and compacted with the finished material flush with the adjacent existing surface. Bituminous concrete material shall be "hot mix," except during winter season when plants are closed "cold patch" will be used. During the period between temporary patch and permanent patch, the utility contractor shall be responsible for maintaining the patch and shall promptly correct all defects upon order of the director of public works. The contractor is an agent of the utility whose pipe, conduit, etc., is laid in the trench and has ultimate responsibility for the trench. In sanitary sewer

²Editor's note(s)—An ordinance of Aug. 13, 1984, amended the Code by adding provisions designated as Div. 5, §§ 21-81—21-84, to read as herein set out.

laterals this is the serviced property owner. This procedure also includes new sanitary sewer construction and the ultimate responsibility shall be the city public works department.

(Ord. of 8-13-84)

Sec. 21-83. Fees, deposits, records and measurements for patches.

- (a) Annually the city may advertise and receive bids for permanent patching of utility trenches. Bids will be taken on repair of bituminous pavement, curbing and sidewalk. The lowest acceptable unit prices will be utilized with a twenty (20) per cent escalator for charging contractors, that year, for trench permanent patching. Trenches that are temporarily patched during a calendar year normally will be permanently patched the following year, the intent being that temporary patches shall go through one complete winter season.
- (b) At the time of issuance of an excavation permit, the contractor shall deposit a fee equal to the estimated cost of the permanent patch. Upon completion, the actual patch will be measured and the contractor shall be billed for any permanent patch cost to the city that exceeds the amount deposited by the contractor. If the permanent patch cost to the city is less than the amount deposited with the city, the contractor will receive credit. Calculation of estimated patch costs will be based on trench length and width, (width shall be diameter of pipe plus thirty-six (36) inches, minimum forty-eight (48) inches, plus twelve (12) inches for every foot to depth of trench). Permits will not be issued to contractors owing the city any permanent patch fees. The city may institute legal action against contractors and those responsible for nonpayment of any permanent patch costs owed the city if any permanent patch fee is not paid within ninety (90) days of the due date.
- (c) The public works department shall keep a written record of all trenches, with their dates of excavation, temporary patch and permanent patches, deposit fees received, estimated final fees and actual final fees, and the balances owed or the credits due, and the exact locations and types of utilities. The city shall maintain a separate fund for permanent patching of all city streets. All payments by contractors or others excavating in a public way shall be deposited in the fund, and payments for completed permanent patching shall be disbursed from the fund.
- (d) The board of public works may reduce or waive the deposit otherwise required of a contractor under this section for good reason shown. Good reason shall include instances where the calculations required under this section exceed what otherwise is reasonably estimated to be the cost for permanently patching the excavation or other factually-based situations that would work a hardship on the contractor. When granting any reduction or waiver of the deposit requirement, the board of public works shall state its reason(s) on the record.

(Ord. of 8-13-84; Ord. of 11-13-07)

Sec. 21-84. Detailed patching requirements.

Permanent patching shall be performed as follows:

- (a) *Sidewalks.* Temporary bituminous material shall be removed. Existing walk faces shall be straight and true with no cracks or breaks, if not, shall be cut at next sound transverse joint. Subgrade material shall be removed to five (5) inches below finish grade one-half inch preformed full depth and width expansion joints shall be placed against existing concrete. Portland cement concrete shall be as specified in chapter 21 of the City Ordinances. Topsoil and seeding shall be repaired as specified in Chapter 21 of the City Ordinances. Bituminous concrete walks shall be repaired as specified in subsection (c).
- (b) *Curbing.* Curbing shall be replaced to conform to existing adjacent curb. Existing curb shall be cut to neat true lines. Concrete and granite curb replacement shall be not less than three (3) feet. Bituminous curb less than twenty-five (25) feet may be hand formed to proper cross section. Curbing shall conform to chapter 21 of the City Ordinances.
- (c) *Pavement.* Existing bituminous material shall be removed, existing pavement shall be cut to reasonably straight longitudinal lines, transverse jogs within ten (10) feet of each other shall not be accepted, transverse cuts shall be perpendicular to the longitudinal cut. Several small excavations shall be widened into one. If existing pavement has cracked due to trench settlement, the edge of the trench shall be cut beyond such cracks to firm true pavement. The subgrade shall be graded and compacted to three (3) inches below finished grade. The contractor shall add any necessary processed gravel to bring trench to subgrade, care shall be taken to keep processed gravel tight under adjacent pavement. Edge of existing bituminous shall be painted with hot liquid asphalt prior to paving. Transverse joints in new patch shall be cut square and painted with hot liquid asphalt. Bituminous material shall be placed in two (2) equal layers of one and one-half inches compacted. Finished surface shall meet existing surface neat and true. Edges of completed patch shall be sealed with an application of hot liquid asphalt three (3) inches minimum wide. Finish surface shall be lightly dusted with cement or fine quarry screenings. Patch shall be barricaded and traffic kept off for at least four (4) hours. Bituminous mixes, placement compaction, etc., shall be as specified in chapter 21 article III of the City Ordinances.

Sec. 21-85 – 21-91. – Reserved.]

Excavation & Work Within City Roadway Right of Way by Private Contractors and Public Utilities

Sec. 21-66. General.

No contractor, person or public utility shall work within any portion of the City roadway right of way without obtaining an excavation permit from the Department of Public Works. Work shall include, but is not limited to; the disturbance, excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground

utilities (sewer, water, storm water, natural gas, electric or telecommunication conduits), roadside barriers, signs, lights, and structures of any kind. Minor repairs to sidewalks, such as filling cracks with mortar, are not required to be performed by a licensed contractor, along with the installation of mail boxes and landscaping.

All work performed within the City roadway right of way shall be performed in a safe manner in accordance with Department of Public Works standards and specifications.

All contractors and persons performing work within the City roadway right of way shall restore all disturbed roadway pavement, curbing, utilities, and sidewalks, including lawn & seed, and any roadside barriers, signs, lights, and structures of any kind to their original condition as they existed prior to any work being performed by the contractor or persons performing the work.

Sec 21-67. License.

In order to obtain an excavation permit, all contractors and/or persons shall be licensed by the Department of Public Works. To become licensed, contractors shall submit an application (prepared by the Department of Public Works) demonstrating that said contractor has the knowledge, experience, and equipment to perform work in accordance with City of Bristol requirements. In addition, the contractor shall provide to the Department a certificate of insurance and a bond. As part of the review process, contractors or persons may be required to submit for review an applicable valid trade license issued by the State or Federal government or trade organization. However, the license subject to this City Ordinance is an additional license issued by the City as part of the authorization process to work within the roadway right of way. All licensed contractors or persons require the approval of the Director of Public Works.

The Department of Public Works shall prepare and submit the license application form to the Board of Public Works for review and approval.

Each contractor or person submitting an application for an excavation permit shall provide a bond of a surety company authorized to do business in the City in the minimum amount of \$20,000 (or equal to the value of the work as determined by the Department of Public Works), and conditioned substantially that the applicant, its employees, or agents shall faithfully perform such work in all respects, and shall replace and restore that portion of any street in which the applicant, its servants, or agents performed any excavation, to the original condition as before such work was performed. In accordance with the provisions of this ordinance, it is the intent of the City to authorize the Department of Public Works to set high bond limits based on the estimated value of the work as determined by the Department of Public Works.

Each contractor or person shall also file with the Department of Public Works a satisfactory public liability insurance certificate in the minimum amount of General liability \$1,000,000 (combined single limit) bodily injury/property damage coverage per

occurrence and \$2,000,000 aggregate coverage, to indemnify and save the City and its agents harmless from all suits and actions brought against the City or any officer thereof, on account of any injuries sustained or damage caused by any person in consequence of, or resulting from, any negligence in guarding such work, or any act or omission of the licensee.

The Board of Public Works reserves the right to modify insurance and bonding requirements as required to safeguard the public.

Whenever, in the opinion of the Director of Public Works, any licensed contractor or person violates any of the provisions of this ordinance, or any of the rules, regulations, and specifications adopted by the Director, the Director may order the suspension or revocation of the license of such curb and walk contractor.

Sec 21-68. Permits.

All contractors or persons shall obtain a permit issued by the Department of Public Works prior to performing work within any portion of the City roadway right of way. Work shall include, but is not limited to: the disturbance, excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground utilities (sewer, water, storm water, natural gas, electric or telecommunication conduits), roadside barriers, signs, lights, and structures of any kind. Minor repairs to sidewalks, such as filling cracks with mortar, are not required to be performed by a licensed contractor, along with the installation of mail boxes and landscaping.

Contractors or persons performing work to replace or install a driveway apron within the roadway right of way shall obtain a Driveway Permit issued by the Department of Public Works. Contractors or persons performing work to replace and install sidewalks within the roadway right of way shall obtain a Sidewalk Permit issued by the Department of Public Works. Contractors or persons performing all other work such as: excavation, construction, and demolition of roadway pavement, curbing, sidewalks, underground utilities (sewer, water, storm water, natural gas, electric or telecommunication conduits), roadside barriers, signs, lights, and structures of any kind shall obtain an Excavation Permit.

The Department of Public Works shall prepare and submit the permit application form (Sidewalk, Driveway, and Excavation permits) to the Board of Public Works for review and approval. All contractors and/or persons shall submit the applicable permit application prior to completing work. Permit application forms shall include the following:

A. Sidewalk and driveway permits:

1. Name of licensed contractor or person performing work along with contact information.

-
2. Location and type of work to be performed.

B. Excavation Permit

1. Name of licensed contractor or person performing work along with contact information.
2. Location and type of work to be performed.
3. Map indicating proposed work. Note that an A-2 survey survey may not be required by the Department of Public Works. However, the map shall indicate proposed work and existing roadway utilities and facilities. In addition, for house utility laterals, a field walk performed by the applicant and a Department of Public Works representative may be substituted for the submittal of a map.
4. All utilities shall be installed in accordance with City standards with respect to size, depth, location, materials, and bedding.

All contractors or persons shall provide the Department of Public Works information regarding the impact the work will have on traffic. The Department of Public Works may require a traffic control plan. Contractors or persons are advised that every road closure requires authorization and approval from the Director of Public Works or the Chief of Police, no other City entity or person is authorized to approve the closure of a City Street.

No work shall be performed prior to the approval of the permit by the Department of Public Works. Public Utilities performing emergency work shall submit a permit to the Department of Public Works within 48 hours of an emergency.

An application fee shall be charged to each contractor obtaining a Department of Public Works permit, issued in accordance with this ordinance. The application fee shall be set by the Board of Public Works. In accordance with the ordinance a separate application fee shall be established for work performed by public utility companies.

Sec. 21-69. Excavation of newly paved roadways.

Contractors shall be advised that the City enforces a moratorium on the issuance of excavation permits on newly-paved roads. No permit will be issued for a period of five (5) years after a roadway is paved to install main line utilities, and three (3) years to install laterals. If required, restoration shall include the milling and paving of the roadway curb-to-curb, or a full lane width at the contractor's expense, as agreed upon by the utility company and the Department of Public Works. Said work shall be performed by the Department of Public Works. Restoration of pavement for lateral installation, during the

moratorium period, shall consist of milling a larger patch (2 ft. around perimeter of temporary patch) and repaving in accordance with Department of Public Works specifications. Work shall include the installation of a full pavement depth (4 inch min) in the area of the temporary patch.

Sec 21-70. Excavation within City streets.

Pavement and/or sidewalks shall be cut or sawn to straight neat lines. Excavation without cutting or sawing is not allowed. Cutline shall be parallel, and six (6) inches minimum, outside either edge of the proposed trench.

Tunneling under pavement or sidewalks is not allowed. Bituminous material, cement concrete, ledge, rocks and boulders over six (6) inches in any dimension, shall be removed from the job, together with any clay, silt, or organic material. The Public Works Inspector will check the material excavated and will allow re-use as backfill, sandy and/or gravelly material. Material not approved of shall be disposed of from the job site. Backfill shall be approved sandy gravelly material with no stones over six (6) inches in any dimension. Backfill shall be compacted in fifteen-inch lifts or layers using mechanical compaction equipment approved by the Department of Public Works.

The trench shall be filled to within eleven (11) inches of the finished grade, consisting of nine (9) inches of approved processed gravel which shall be spread and compacted, then two (2) inches of bituminous concrete temporary pavement which shall be spread and compacted, and the finished material flush with the adjacent existing surface.

The limits of permanent patch shall be established/confirmed at the completion of work/installation of temporary asphalt patch. Permanent patches shall extend 6-inches beyond the temporary patch, and require the contractor to re-cut the roadway asphalt. The City of Bristol may require the installation of additional roadway asphalt patch to improve road conditions, and may extend the permanent patch limits to include older patches or road defects. If the City requires the replacement of additional roadway, the cost of the additional work will be paid for by the City, or the utility company will pay the City the application cost of the required patch (not including the additional work) and the City will install the entire/desired permanent patch that is required to repair the utilities work and the road defect. All utility boxes shall be installed flush with pavement.

Bituminous concrete material shall be "hot mix," except during the winter season when plants are closed. "Cold patch" may be used with prior authorization and approval by the Department of Public Works. During the period between temporary patch and permanent patch, the utility contractor shall be responsible for maintaining the patch, and shall promptly correct all defects upon order of the Director of Public Works. Failure by the contractor to maintain the trench in a safe condition will result in the Department of Public Works performing the work and charging the contractor for said repairs.

The storage of materials or equipment within the City's right of way is not allowed, unless authorized by the Public Works Engineering Division, or the Director of Public Works. The site shall be cleaned and swept at the end of each day. The blocking of private driveways is prohibited.

Sec 21-71. Permanent patching and restoration of City streets.

All temporary pavement patches shall be removed and replaced after one year with a permanent pavement patch or pavement restoration.

Annually, the Department of Public Works will procure the services of a paving contractor to remove temporary pavement patches installed as part of the Department of Public Works permit defined in this ordinance. The procured paving contractor will install all permanent pavement patches installed within the last year. Permit holders are not authorized or permitted to install permanent roadway patches unless otherwise approved by the Board of Public Works.

At the time of issuance of an Excavation Permit, the contractor shall deposit a fee equal to the estimated cost of the permanent patch. Upon completion, the actual patch will be measured, and the contractor shall be billed for any permanent patch cost to the City that exceeds the amount deposited by the contractor. If the permanent patch cost to the City is less than the amount deposited with the City, the contractor will receive a credit. Calculation of estimated patch costs will be based on trench length and width (width shall be diameter of pipe plus thirty-six (36) inches, minimum forty-eight (48) inches, plus twelve (12) inches for every foot to depth of trench). Permits will not be issued to contractors owing the City any permanent patch fees. The City may institute legal action against contractors and those responsible for nonpayment of any permanent patch costs owed to the City if any permanent patch fee is not paid within ninety (90) days of the due date. The Department of Public Works shall calculate the unit pavement cost based on the pavement contractor's cost with a twenty (20) percent escalator for charging contractors, that year, for trench permanent patching.

The Public Works Department shall keep a written record of all trenches including: the dates of excavation, temporary patches and permanent patches, deposit fees received, estimated final fees and actual final fees, the balances owed or the credits due, and the exact locations and types of utilities. The City shall maintain a separate non-interest bearing fund for permanent patching of all City streets. All payments by contractors or persons excavating in a public right of way shall be deposited in the fund, and payments for completed permanent patching shall be disbursed from the fund.

All contractors shall be required to identify the temporary pavement trenches by spray painting the company's name at several locations, based on the size of the trench, as determined by the Department of Public Works. Work performed by Public Utility companies, or contractors performing the work for the public utility, shall identify the trench using the public utility companies' name.

Public utility contractors authorized by the Department of Public Works are permitted to install their own permanent patch. However, all work must be performed in

accordance with Department of Public Works requirements and specifications. Based on roadway pavement, Public Utility Companies may be required by the Department of Pubic Works to restore roadway pavement by milling and paving roadway sections, either curb to curb or full travel lane widths. Said pavement restoration (milling and paving) shall be paid for at the sole expense of the public utility company or the utility company may fund the City performing the work.

All permanent pavement installation and roadway pavement restoration shall confirm with City standards and specifications. Existing bituminous material shall be removed, existing pavement shall be cut to reasonably straight longitudinal lines, transverse jogs within ten (10) feet of each other shall not be accepted, and transverse cuts shall be perpendicular to the longitudinal cut. Several small excavations shall be widened into one. If existing pavement has cracked due to trench settlement, the edge of the trench shall be cut beyond such cracks to firm true pavement. The subgrade shall be graded and compacted to four (4) inches below finished grade. The contractor shall add any necessary processed gravel to bring trench to subgrade, care shall be taken to keep processed gravel tight under adjacent pavement. The edge of existing bituminous shall be painted with hot liquid asphalt prior to paving. Transverse joints in new patch shall be cut square and painted with hot liquid asphalt. Bituminous material shall be placed in two (2) equal compacted layers of one and one-half inches. Finished surface shall meet existing surface neat and true. The edges of completed patch shall be sealed with an application of hot liquid asphalt three (3) inches minimum wide.

The Department of Public Works may expand the permanent patch limits and increase the area of the permanent patch to correct roadway defects that existed prior to work performed in accordance with the permit. Said work shall be paid for by the City.

Sec. 21-72 – 21-91. – Reserved.

11a

Shelby Pons, Chair
Maria Simmons, Vice Chair
Jill Fitzsimons-Bula, Secretary
Russell Anderson
Eric Carlson
Kristen Giantonio
Lorianne Osenkowski
Dante Tagariello
Jennifer Van Gorder



P.O. Box 450 | 129 Church Street
Bristol, CT 06011-0450
860-584-7000 | Fax 860-584-7611

Iris White
Acting Superintendent of Schools

Michael Dietter, Ed.D.
Deputy Superintendent of Schools

RECEIVED
2024 JUN -5 AM 8:12
TOWN AND CITY CLERK
BRISTOL, CT

June 5, 2024

Erica Cabiya
Town and City Clerk
City of Bristol
111 North Main Street
Bristol, CT 06010

Dear Ms. Cabiya,

At the regular Northeast Middle School building committee meeting held on June 4, 2024, the committee voted to approve to allow D'Amato Downes Joint Venture the ability to submit bids and self-perform on certain bid packages. Please consider the inclusion of the following motion for the upcoming City Council meeting to be held on Tuesday, June 11, 2024:

To approve to allow D'Amato Downes Joint Venture, D'Amato Construction, and/or Downes Construction the ability to submit bids and self-perform on certain packages and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

Please let me know if there are any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Tara Landon'.

Tara Landon
Operations Facility Manager
Assistant Manager of School Projects

TEACH AND LEARN WITH PASSION AND PURPOSE



BRISTOL POLICE DEPARTMENT

131 North Main Street
Bristol, CT. 06010

May 9, 2024

Erica Cabiya
City Clerk
111 North Main Street
Bristol, CT 06010

Please place the following item on the agenda for the next City Council meeting.

I am requesting permission to apply and accept if granted for the FY24 U.S. Dept. of Justice Bulletproof Vest Partnership Grant for \$39,975.

The local match is \$19,966 or 50% of the Grant Total.

This grant program will provide funding for 50% of the cost of 41 new or replacement bulletproof vests which we are required to purchase during the upcoming fiscal year.

Respectfully,

Mark Morello
Interim Chief of Police

RECEIVED

2024 MAY 29 AM 11:08

12a
111 NORTH MAIN STREET
BRISTOL, CT

12b.



City of Bristol, Connecticut

School Readiness and Child Daycare Grant

Edgewood Pre-K Academy
345 Mix Street
Bristol, CT 06010
Tel: (860) 584-7828
Ext. 411154

June 5, 2024

Erica Cabiya
Town and City Clerk
150 Main Street
Bristol, CT 06010

To Ms. Cabiya:

I am writing regarding the original Child Day Care Grant for Contract Period 6/27/2022 – 6/30/2024. The State Office of Early Childhood is extending all grants and contracts through June 30, 2025, so this request may not be necessary.

Please place on the City Council Agenda for June 11, 2024, the request that the City of Bristol grant permission for the Mayor, or Acting Mayor, to continue to execute Purchase of Service Contract #22OECCDC01BRS-A2 with the State of Connecticut Office of Early Childhood for Contract Period 6/27/2022 – 6/30/2025 of Contract Amount \$2,543,713.17.

This Purchase of Service Contract should be referred to the Board of Finance for appropriation and any other necessary action.

Please let me know if you have questions.

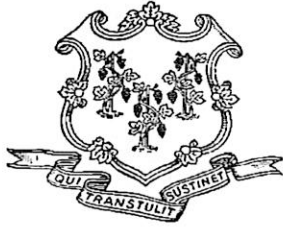
Sincerely,

A handwritten signature in black ink, appearing to read "Donna Osuch".

Donna Osuch
School Readiness Liaison

cc: Mayor Jeffrey Caggiano

RECEIVED
2024 JUN -5 PM 2:49
TOWN AND CITY CLERK
BRISTOL, CT



STATE OF CONNECTICUT
OFFICE OF EARLY
CHILDHOOD

CONTRACT
AMENDMENT

Contractor: City of Bristol
Contractor Address: City Hall, 111 North Main Street, Bristol, CT 06010-8112
Contract Number: 22OECCDC01BRS
Amendment Number: A2
Contract Maximum, as Amended: \$2,543,713.17
Contract Term, as Amended: 06/27/2022 – 6/30/2025

The contract between **City of Bristol** (*the "Contractor"*) and the **Office of Early Childhood** (*the "Agency"*), which was executed by the parties on September 16, 2022, and subsequently amended on February 16, 2023, is hereby further amended as follows:

1. Page 1 of the original contract, Contract Term is amended to extend the contract period by twelve (12) months from June 30, 2024, to June 30, 2025, and the total maximum amount payable under this contract has **increased by \$846,223.71 from \$1,697,489.46 to \$2,543,713.17.**
2. Funding provided to the Contractor under this Contract is being increased by \$846,223.71 as follows:
 - a. Funding in the amount of \$19,278.00 is added to State Fiscal Year 2024 (July 1, 2023 – June 30, 2024) pursuant to Public Act 23-204, Sec. 41, (b)(22) to provide support for Private Providers during SFY 2024. The Private Provider payment shall be used for recurring operating expenses, reasonably attributed to the delivery of contractual services.
 - b. Funding in the amount of \$826,945.71 to support program implementation in State Fiscal Year 2025 (July 1, 2024 – June 30, 2025). Funding in SFY 2025 includes the annualized Private Provider support payment, and a rate increase for the full-time preschool category of care from \$8,924 per child per year to \$10,500 per child per year, pursuant to Public Act 23-150, Sec. 1, (1)(b).
3. Category of Care for service, Part I, Section B.2 of this contract, is hereby deleted and the following is substituted in lieu thereof:

Transitional Week of Care

# Spaces	Categories of Care	Weekly Rate	# weeks
42	Spaces of full-time infant/toddler care	259.62	1

SFY 2023

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
42	Spaces of full-time infant/toddler care	1,125.00	12

SFY 2023 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
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14	Spaces of full-time infant/toddler care	1,125.00	7
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SFY 2024

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
42	Spaces of full-time infant/toddler care	1,125.00	12

SFY 2024 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
14	Spaces of full-time infant/toddler care	1,125.00	12

SFY 2025

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
42	Spaces of full-time infant/toddler care	1,125.00	12

SFY 2025 – Infant/Toddler Expansion Services/Spaces

# Spaces	Categories of Care	Monthly Contract Rate	# months /year
14	Spaces of full-time infant/toddler care	1,125.00	12

4. Family Income Eligibility, Part I, Section B.6c is hereby deleted and the following is substituted in lieu thereof:

- c. At least sixty (60) percent of families enrolled must fall at or below seventy-five (75) percent of the state's median income level. The OEC shall notify the Contractor, in writing, of the state's median income guidelines. Once enrolled in a Child Day Care funded space, families will remain eligible until their youngest child ages out. It is the program's responsibility to monitor this ratio and maintain documentation.

5. Funding and Payment Provisions, Part I, Section D.5a, as last amended in item 4 of Amendment 1, is hereby deleted and the following is substituted in lieu thereof:

The Contractor shall receive a maximum payment of up to **\$2,543,713.17** for performance under this contract, distributed as follows:

- (1) A maximum of \$10,904.04 for Transitional Week of Care;
- (2) A maximum of \$150,000.00 for One-time Classroom Expansion funding for State Fiscal Year 2023 only;
- (3) A maximum of \$728,917.71 for State Fiscal Year 2023;
- (4) A maximum of \$826,945.71 for State Fiscal Year 2024; and
- (5) A maximum of \$826,945.71 for State Fiscal Year 2025.

6. Funding and Payment Provisions, Part I, Section D.5f is hereby deleted and the following is substituted in lieu thereof:

f. Payments shall be made on or after the following dates:

Payment Period/Type	Payment Dates			
Transitional Week of Care	Upon contract execution			
SFY 2023	Upon contract execution	10/31/2022	1/31/2023	4/30/2023
SFY 2024	7/31/2023	10/31/2023	1/31/2024	4/30/2024
SFY 2024 Private Provider	Upon execution of contract amendment A2			
SFY 2025	7/31/2024	10/31/2024	1/31/2025	4/30/2025

7. Overpayments, Part I, Section D.5h(2)(b), is hereby deleted and the following is substituted in lieu thereof:

h(2)(b). Overpayments.

If it is determined that the Contractor is overpaid, at the discretion of the OEC Commissioner, the OEC may:

- (i.) apply a reduction to future payments under this contract;
- (ii.) request the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the OEC unexpended funds within thirty (30) days; or
- (iii.) allow the Contractor to retain refunds for recurring operation expenses reasonably attributed to the delivery of contractual services.

8. The Budget, Part I, Section E.1, as last amended in item 6 of Amendment 1, is hereby deleted and the following is substituted in lieu thereof:

1. Budget. The Contractor agrees to utilize OEC funds in accordance with the space calculation contained herein. The Contractor will provide the OEC with a copy of its revised budget by June 30, 2024.

Transitional Week of Care

# Spaces	Categories of Care	Weekly Contract Rate	# Weeks	Total for Week
42	Spaces of full-time infant/toddler care	259.62	1	10,904.04
Total Amount for Services				10,904.04

SFY 2023 – One-time Classroom Expansion Funds

# of Classroom Equivalents	Maximum funding per classroom equivalent	Maximum Total
2	75,000.00	150,000.00

SFY 2023

# Spaces	Categories of Care	Monthly Contract Rate	# months/year	Total Yearly Amount
42	Spaces of full-time infant/toddler care	1,125.00	12	567,000.00
Total Amount for Services SFY 2023				567,000.00
COLA (Annualized)				21,253.83
COLA for staff salaries SFY 2023				30,413.88
TOTAL COLA SFY 2023				51,667.71
Total maximum SFY 2023 amount				618,667.71

SFY 2023 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/year	Total Yearly Amount
14	Spaces of full-time infant/toddler care	1,125.00	7	110,250.00
SFY 2023 Infant/Toddler Expansion Space funding				110,250.00

SFY 2023 TOTAL FUNDING

Total Amount SFY 2023 for Original Spaces		618,667.71
SFY2023 Infant/Toddler Expansion Space Funding		110,250.00
SFY 2023 TOTAL FUNDING		728,917.71

SFY 2024

# Spaces	Categories of Care	Monthly Contract Rate	# months/year	Total Yearly Amount
42	Infant/Toddler Full-time	1,125.00	12	567,000.00
Total amount for services SFY 2024				567,000.00
COLA (Annualized)				51,667.71

	Private Provider Support SFY 2024	19,278.00
	Total maximum SFY 2024 amount	637,945.71

SFY 2024 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/ year	Total Yearly Amount
14	Spaces of full-time infant/toddler care	1,125.00	12	189,000.00
	SFY 2024 Infant/Toddler Expansion Space funding			189,000.00

SFY 2024 TOTAL FUNDING

	Total SFY 2024	637,945.71
	SFY 2024 Infant/Toddler Expansion Space Funding	189,000.00
	SFY 2024 TOTAL FUNDING	826,945.71

SFY 2025

# Spaces	Categories of Care	Monthly Contract Rate	# months /year	Total Yearly Amount
42	Infant/Toddler Full-time	1,125.00	12	567,000.00
	Total amount for services SFY 2025			567,000.00
	COLA (Annualized)			51,667.71
	Private Provider Support (Annualized)			19,278.00
	Total maximum SFY 2025 amount			637,945.71

SFY 2025 – Infant/Toddler Expansion Program

# Spaces	Categories of Care	Monthly Contract Rate	months/ year	Total Yearly Amount
14	Spaces of full-time infant/toddler care	1,125.00	12	189,000.00
	SFY 2025 Infant/Toddler Expansion Space funding			189,000.00

SFY 2025 TOTAL FUNDING

	Total SFY 2025	637,945.71
	SFY 2025 Infant/Toddler Expansion Space Funding	189,000.00
	SFY 2025 TOTAL FUNDING	826,945.71

TOTAL CONTRACT FUNDING

	Transitional Week of Care	10,904.04
	SFY 2023 Space Total	618,667.71
	SFY 2023 Infant/Toddler Classroom Expansion Space Funding	110,250.00
	SFY 2023 One-time Classroom Expansion Funds	150,000.00
	Total Amount SFY 2023	878,917.71
	SFY 2024 Space Total	637,945.71
	SFY 2024 Infant/Toddler Classroom Expansion Space Funding	189,000.00
	Total Amount SFY 2024	826,945.71
	SFY 2025 Space Total	637,945.71
	SFY 2025 Infant/Toddler Classroom Expansion Space Funding	189,000.00
	Total Amount SFY 2025	826,945.71
	TOTAL FUNDING	2,543,713.17

9. Subcontracts, Part I, Section H.1, is hereby deleted and the following is substituted in lieu thereof:

1. In accordance with Part II, Section C.9, Subcontracts, the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/ Total Value
Bristol Child Development Center	291 Burlington Avenue; and 339 West Street, Bristol, CT 06010	Part I, Sections A, B, and C	Entire contract period	\$10,904.04 for Transitional Week of Care \$878,917.71 for SFY 2023 \$826,945.71 for SFY 2024 \$826,945.71 for SFY 2025

10. Part I, is hereby amended to add a new Section K, as follows:

K. State Requirements

- a. **Annual Audit.** Notwithstanding the provisions of Part II of this Contract, the Contractor shall comply with state audit guidance found here: Grantees of the Office of Early Childhood (ct.gov). The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- b. **Single State Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- c. **Single State Audit Exemption Notification Process:** If the Contractor expends less than \$300,000 in State financial assistance during any State fiscal year during the contract, the Contractor shall submit a State Single Audit Exemption Notification, <https://portal.ct.gov/-/media/OPM/IGPP/munfinstr/forms/Filing-Exemption-Form-3-26-19.pdf.pdf>, to the Connecticut Office of Policy Management at OPM.mfsforms@ct.gov.
- d. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

The provisions of this subsection shall survive any termination of the Contract or the expiration of its term.

11. Part I, is hereby amended to add a new Section L, as follows:

- L. **Confidentiality.** Subject to and limited by the provisions of Part II, Section E.6 of this Contract, OEC shall treat all Confidential Information as defined in Part II, Section A.12 and all material developed or provided by either party in connection with the Contract as strictly confidential, and

shall not use, disclose or permit to be used or disclosed such materials at any time prior to or after the termination of this Contract, except as specifically permitted in writing by Contractor, whether OEC has such information in its memory, or it is embodied in writing or other form. Without limiting the foregoing, and subject to and limited by the aforesaid provisions of Part II, Section E.6, OEC shall keep strictly confidential any information relating to the business or mission of Contractor, its officers, directors, members, affiliates, or employees if such information could reasonably be construed as confidential.

12. All provisions of the original Contract shall, as previously amended, except those provisions specifically changed by this Amendment, shall remain in full force and effect.
13. Effective on the execution date of this Amendment, Part II labeled "TERMS and CONDITIONS" of the Contract shall be deleted in its entirety and replaced with the following Part II.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Client Agency"** shall mean the agency of the State of Connecticut that is entering into this Contract.
7. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
12. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique

physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

13. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
14. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal

government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication, or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

- (2) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from, or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
 - (1) final payment under this Contract,
 - (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this

section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant, and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself, and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the above offenses; and
 - (4) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. **Indemnification.**

- (a) The Contractor shall indemnify, defend, and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

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

12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and

maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the

Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
 - (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
 - (a) Perform fully under the Contract;
 - (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
19. **Protection of Confidential Information.**
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. **Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the

Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's

satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to affect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;

- (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies, or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing, or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must

complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic, or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled, or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

- 1. Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However,

if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (17) Obligations in the Event of a Breach.
- i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412

would impede a criminal investigation or cause damage to national security and if so, include contact information for said official.

- iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the

Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return, or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(1) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its

agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "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 not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "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:
 - i. who are active in the daily affairs of the enterprise,
 - ii. who have the power to direct the management and policies of the enterprise, and
 - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) For purposes of this Section, the terms "Contract" and "contract" do 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, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
 - (3) the federal government,
 - (4) a foreign government, or
 - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (c)
- (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 that 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 not limited to, blindness, unless it is shown by the 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;

- (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
 - (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. 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 business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (d) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (f) The Contractor shall include the provisions of subsection (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 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. 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 C.G.S. § 46a-56, as amended; 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.
 - (g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (h) (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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a 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 workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (i) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; 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.
 - (j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:
Jeffrey Caggiano, Mayor
 Signature (Authorized Official)

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state

contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in “SEEC Form 10: Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.”

10. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;

- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
 - (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
 - (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. **Large State Contract Representation for Contractor.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (a) That no gifts were made by:
 - (1) the Contractor,
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to:
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.
12. **Large State Contract Representation for Official or Employee of State Agency.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
13. **Iran Energy Investment Certification.**

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.
14. **Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
15. **State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
16. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
17. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

The Remainder of this Page is Intentionally Left Blank

Not Applicable
Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If Yes: _____

Name of Former State Agency _____ Termination Date of Employment _____

SIGNATURE PAGE TO FOLLOW
(Space intentionally left blank)

SIGNATURES AND APPROVALS

22OECCDC01BRS
AMENDMENT A2

The Contractor IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

CONTRACTOR – CITY OF BRISTOL

THE HONORABLE JEFFREY CAGGIANO, *Mayor*

____/____/____
Date

OFFICE OF EARLY CHILDHOOD

BETH BYE, *Commissioner*, OR DESIGNEE

____/____/____
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

JEFFREY ZEMAN, *Assistant Attorney General*, OR DESIGNEE

____/____/____
Date



Purchasing Department | Tel (860) 584-6195

MEMORANDUM

To: Office of Town and City Clerk
Cc: Office of Corporation Counsel
Mayor Jeffrey Caggiano
Raymond Rogozinski, Public Works Director
From: Roger D. Rousseau, Purchasing Agent
Date: May 31, 2024

Re: Contract 2C24-096 Replacement of Bridge No. 04487 East Street Over Pequabuck River

The Purchasing Department received nine (9) bids for the replacement of East Street Bridge crossing the Pequabuck River, a project fully funded by the Federal Local Bridge Program and administered by the State of CT Department of Transportation. The lowest responsive and responsible bidder was **Schultz Corporation**; the firm's qualifications have been sufficiently and successfully reviewed by City staff and State of CT project staff.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

To award **Contract 2C24-096 Replacement of Bridge No. 04487 East Street Over Pequabuck River to Schultz Corporation** in the amount of **\$2,599,499.52** and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Thank you for consideration of this request.

13b.

Erica Cabiya

From: Roger Rousseau
Sent: Monday, June 3, 2024 1:15 PM
To: Erica Cabiya; TownClerk
Cc: Raymond Rogozinski; Jeffrey Caggiano; Noelle Bates
Subject: City Council Agenda Item - WMC
Attachments: 2P24-076 Agenda memo.pdf

Good afternoon, attached is a memo requesting placement of an item on the upcoming City Council agenda, as follows:

To award Contract 2P24-076 Construction Engineering and Inspection Services for the Reconstruction of East Street Bridge Over Pequabuck River to Wengell, McDonnell & Costello, Inc. (dba WMC Consulting Engineers) in the amount of \$364,600.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Please let me know if you need anything else for this- and thanks for your assistance.

Roger D. Rousseau
Purchasing Agent, City of Bristol CT
(860) 584-6195



RECEIVED
2024 JUN -3 PM 1:18
TOWN AND CITY CLERK
BRISTOL, CT



Purchasing Department | Tel (860) 584-6195

MEMORANDUM

To: Erica Cabiya, Town and City Clerk
Cc: Mayor Jeffrey Caggiano
Office of Corporation Counsel
Raymond Rogozinski, Public Works Director
David Oakes, Public Facilities and Energy Manager
Diane Waldron, Comptroller
From: Roger D. Rousseau, Purchasing Agent *Roger D. Rousseau*
Date: June 3, 2024

RECEIVED
2024 JUN -3 AM 10:03
TOWN AND CITY CLERK
BRISTOL, CT

RE: Contract 2P24-073 Comprehensive Lighting Improvements at Municipal Buildings

Eversource manages an Energy Efficiency Program within which projects are developed to deploy energy conservation measures, incorporating cost and energy analyses to determine efficiencies and subsequent savings. The City received and reviewed submissions from four firms for the preparation of lighting replacement plans, cost and energy analyses, application to Eversource, and following approval, deployment of the lighting improvements; these improvements would be made at the Beals Senior Community Center, at the Parks Administration office, and at Firehouse 2. Following review of the proposals by Public Works and Purchasing staff, Public Works recommends the selection of **Resource Lighting and Energy, Inc.** as the team most appropriate for work on the project. Please note that the City has been in contact with Eversource regarding the projects, and although the application has not been formally submitted, Eversource is comfortable with the proposed deployments and with the recommended vendor.

The Eversource Energy Efficiency Program requires that the City enter into the contract for improvements, and that Eversource directly pays for the work. The project build cost is \$204,136.00, with \$68,100.00 provided by Eversource as program incentive, for a net project build cost of \$136,036.00. The City is responsible for reimbursement to Eversource for the net project build cost, with reimbursement made in the form of a five-year 0% interest loan; the monthly payments are made via a charge added to the Eversource electricity bill, offset by the savings generated by the project (i.e. the monthly electricity invoices are not expected to increase due to costs for this project).

To implement this program, the City would be required (1) to execute a Letter of Agreement with Eversource, under which the City agrees to accept the improvement program, (2) to execute a contract with the contractor, and (3) to execute a municipal loan agreement with Eversource, which will be addressed directly with the Board of Finance.

I therefore respectfully request that you include the following two motions on the agenda for the next meeting of the City Council:

City of Bristol
111 North Main Street
Bristol, CT 06010
www.bristolct.gov

To authorize the Mayor or Acting Mayor to execute an Energy Efficiency Services Letter of Agreement with Eversource, and to refer to the Office of Corporation Counsel for review.

To award **Contract 2P24-073 Comprehensive Lighting Improvements at Municipal Buildings to Resource Lighting and Energy, Inc.** in the amount of **\$204,136.00**, and to refer to the Office of Corporation Counsel for contract review, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Please let me know if I can provide any further information regarding this contract.

Thank you for your consideration of this request.



Purchasing Department | Tel (860) 584-6195

MEMORANDUM

To: Erica Cabiya, Town and City Clerk
Cc: Mayor Jeffrey Caggiano
Office of Corporation Counsel
Raymond Rogozinski, Public Works Director
David Oakes, Public Facilities and Energy Manager
Diane Waldron, Comptroller
From: Roger D. Rousseau, Purchasing Agent *Roger D. Rousseau*
Date: June 3, 2024

RECEIVED
2024 JUN -3 AM 10:03
TOWN AND CITY CLERK
BRISTOL, CT

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Please let me know if I can provide any further information regarding this contract.

Thank you for your consideration of this request.



13e

North Central Connecticut Emergency Medical Services Council, Inc.

MEMORANDUM

Date: June 3, 2024

To: North Central Connecticut Municipalities

From: Betty R. Morris *BRM*
Executive Director/North Central CT EMS Council, Inc.

Re: Annual CMED Communications System Agreement and Invoice

RECEIVED
2024 JUN -4 AM 9:01
TOWN AND CITY CLERK
HARTFORD, CT

I am enclosing **TWO (2)** copies of the Regional Emergency Medical Services Communications System Agreement, (Annual CMED Contract), and the Invoice for Fiscal Year 2024-2025. Please sign both copies of the Agreement on Page 10. *Keep one signed copy and return the other signed copy to the address shown below.*

The amount listed in the enclosed Agreement and Invoice is the Fair Share Assessment amount owed by your Town. Payment is due July 1, 2024 but not later than September 30, 2024 without interruption of service.

Your Town Fair Share Assessment is important to the operation of the Coordinated Medical Emergency Direction (CMED) Communications System. Your community's active participation is appreciated.

Please return one signed agreement to:

Betty R. Morris
Executive Director
North Central Connecticut E.M.S. Council, Inc.
P.O. Box 1833
Hartford, CT 06144-1833

If you have any questions, please do not hesitate to call. Thank you for your continued support!

Enclosures

c: CMED Communications Committee Representative

Contracts and Assessments\2024-2025\June Memo-CMED Towns 2024-2025

[Faint, illegible text covering the upper two-thirds of the page, possibly bleed-through from the reverse side.]

CMED SERVICE FEE INVOICE

NORTH CENTRAL CONNECTICUT EMS COUNCIL, INC.

120 Holcomb Street
PO Box 1833
Hartford, Connecticut 06144-1833
860-769-6055
860-769-5259 Fax

SERVICE FOR:

Fair Share Assessment FY 2024-2025

INVOICE NUMBER: CMED-017-2024

DATE: June 1, 2024

BILL TO:

City of Bristol
111 North Main Street
Bristol, Connecticut 06010

DATE	SERVICE DESCRIPTION	AMOUNT
7/01/24 - 6/30/25	Coordinated Medical Emergency Medical Direction (CMED) Service Fee Per Capita Rate: \$1.00	\$60,330.00
TOTAL DUE		\$60,330.00

TERMS: Entire fee payable no later than September 30, 2024.

MAKE CHECKS PAYABLE TO: North Central Connecticut EMS Council, Inc.

REGIONAL EMERGENCY MEDICAL SERVICES COMMUNICATIONS SYSTEM AGREEMENT

This agreement ("Agreement") is entered into by and between the North Central Connecticut Emergency Medical Services Council, Inc. ("Contractor" or "CMED"), a private non-stock, non-profit corporation established under the laws of the State of Connecticut, and the City of Bristol ("Town/City"), a municipal corporation established and operating under the laws of the State of Connecticut.

Whereas, the Town/City desires implementation of a regional emergency medical services (EMS) communications system; and

Whereas, the Town/City is part of the North Central Connecticut Emergency Medical Services Region; and

Whereas, the Town/City desires participation in the regional Central Medical Emergency Direction, EMS communications system of North Central Connecticut, known as CMED; and

Whereas, such participation would benefit the Town's/City's population, now therefore, be it:

Resolved, that the Town/City and the Contractor, in consideration of the mutual promises contained herein, understand and agree that:

Section I. Term

The term of this Agreement shall be from July 1, 2024 to June 30, 2025.

Section II. Definitions

1. "EMS PROVIDER" means any person, association, or organization who provides immediate and/or life saving transportation and medical care away from a hospital to a victim of sudden illness or injury, which may operate within the Town/City which service has vehicles and/or personnel with communications equipment as specified in the regional Communications Plan of the EMS Council.

2. "COMMUNICATIONS SYSTEM" means the UHF Communications network for emergency medical services which is operated from the CMED console at the Oak Hill School in Hartford, Connecticut, or from any other place that may be established in the future.

3. "COMMUNICATIONS SERVICES" means use of the available EMS communications channels and/or phone patch as assigned by CMED for designated purposes.

4. "PARTICIPATING HOSPITALS" means those hospitals having communications terminals connected directly to the CMED console.

FY 2024-2025 CMED Contract –City of Bristol

Page 1 of 10

5. "MEDICAL DIRECTION" means advice, instruction and guidance to EMS provider personnel given by an emergency physician at a participating hospital.
6. "PARTICIPATING PUBLIC SAFETY AGENCY" means those public safety agencies within the community, (including, but not limited to police, fire, rescue and civil preparedness), with vehicles and/or personnel which possess the communications equipment necessary to communicate with the CMED, as specified in the regional Communications Plan of the EMS Council.
7. "MASS CASUALTY SITUATION" means any situation resulting from any cause, in which the number of casualties exceeds the normal and routine capabilities of the EMS providers and the Town/City.
8. "FAVORABLE FUND BALANCE" means any portion of funds paid by the Town/City under this Agreement which are unused on June 30, 2025.
9. "SUMMARY" shall mean written Activity Reports which show total volume of CMED calls broken down by hospital, service, and by town in which Patient Care Response was made.
10. "TWO-WAY RADIO COMMUNICATIONS" means the ability to access Communications Services utilizing the Communications System.
11. "AGENTS" means any employee, contractor (or subcontractor), or other person or entity who is authorized to act for another by contract or apparent authority.
12. "PATIENT CARE RESPONSE" means action taken by the EMS Provider to respond to calls for emergency services originated from an EMS Dispatch Center.
13. "CAPITAL RESERVE, EQUIPMENT FUND" means a designated account that the Contractor shall transfer non dedicated funds to be set aside and used to purchase equipment for North Central CMED.

Section III. Obligations of the Contractor

1. The Contractor shall provide the following, for 24 hours a day, 7 days a week:
 - A. Two-Way Radio Communications between participating hospitals and any and all EMS providers operating in the Town/City.
 - B. Two-Way Radio Communications between any of the following:
Participating Hospitals, all EMS Providers within the Town/City, and any and all

Participating Public Safety Agencies during Mass Casualty Situations.

C. Accurate and up to date information on the availability at Participating Hospitals of prompt and effective medical treatment to patients transported to such hospitals by EMS Providers.

2. The Contractor shall comply with the Town's/City's affirmative action policy, as expressed in its Code and Regulations.

3. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment, when making employment decisions, which include but are not limited to the following:

hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, selection for apprenticeship, and determining terms and conditions of employment. The Contractor shall incorporate this provision, or cause it to be incorporated, in any and all subcontracts entered into pursuant to this agreement.

4. Upon request of the Town/City, the Contractor shall provide access to free copies of any tape recording of any transmission to or from, or coordinated or controlled by CMED, for a period of 30 days after the transmission.

5. The Contractor shall, upon request, provide the Town/City a monthly written Summary of all transmissions to, from, or coordinated or controlled by CMED between July 1, 2024 and June 30, 2025. The Contractor shall also provide an annual Summary, covering the period from July 1, 2024 to June 30, 2025. The annual Summary shall be delivered on or before August 31, 2025.

Section IV. Obligations of the Town/City

1. The Town/City shall pay the Contractor Sixty One Thousand Three Hundred Thirty and 00/100 Dollars (\$61,330.00). This amount represents a fair share assessment for the Town/City, based on 2022 Connecticut Department of Public Health Census data showing a Town/City population of 61,330 multiplied by a per capita charge of \$1.00. Payment shall be made on or about July 1, 2024, but no later than September 30, 2024 without interruption of service.

2. The Town/City shall name a representative to serve on the North Central Connecticut EMS Council's CMED Committee. **The CMED Committee meets bi-monthly to oversee long term planning and coordination of North Central CMED.**

Section V. Indemnification

The Contractor holds the Town/City harmless, and shall protect and indemnify the Town/City from any and all claims or suits, brought on any theory, in any forum, to the extent arising out

FY 2024-2025 CMED Contract – City of Bristol

Page 3 of 10

of any act or omission of the Contractor, connected with or in the performance of this Agreement. The Contractor shall immediately pay any and all judgements, awards, liens, attachments or other liability resulting from all such claims or lawsuits. This indemnification does not extend to acts or omissions of the Town/City or its Agents.

Section VI. Termination

1. Termination for Cause. Upon the occurrence of any Event of Breach as set forth in Section XIV and the expiration of any applicable cure period, the Town/City may terminate this Agreement by giving five (5) days' written notice to Contractor.
2. Termination at Will. Either the Town/City or the Contractor may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the other party.
3. Effect of Termination. In the event this Agreement is terminated pursuant to any of Sections VI.1 through VI.2 above, Town/City shall make full payment to Contractor on a pro rata basis for all services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination (and to the extent Contractor has received amounts from Town/City in excess of such pro rata amount, it shall refund to Town/City such overage within sixty (60) days of such date of termination). Contractor shall provide Town/City with a summary documenting all services performed from the date this Agreement went into effect up to and including the date of termination. The portion to be refunded will be that which bears the same proportion to the whole assessment for the contract period as the time the effective date of termination until June 30, 2025 bears to the whole contract period. In the event of termination of the contract, services will no longer be provided under this Agreement.

Section VII. Favorable Fund Balance

In the event of non-renewal of this Agreement, the Contractor shall refund any non-dedicated funds to the Town/City.

In the event that a new Agreement is entered into or this Agreement is renewed for the next fiscal year, the Contractor shall elect to transfer non-dedicated funds to the Capital Reserve, Equipment Fund or credit any remaining non-dedicated funds to the Town's/City's assessment for the next contract period.

Section VIII. Amendment and Modification

This Agreement may only be amended or modified in writing signed by the parties, acting by their authorized representatives. The Contractor's authorized representative shall be its President and the Town's/City's duly authorized representative shall be determined by the local Chief Administrative Officer or his designee.

Section IX. Severability

FY 2024-2025 CMED Contract – City of Bristol

Page 4 of 10

If any term or provision of this Agreement or its application to any person or circumstance shall be held invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each remaining term and provision shall be deemed valid and shall be enforced to the fullest extent permitted by law.

Section X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the Town/City entering into this contract.

Section XI. Gender and Number

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held and construed to include plural, unless the Agreement otherwise requires or provides.

Section XII. Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operations shall be deemed properly given if hand delivered or sent by United States registered mail, postage prepaid, at the following addresses:

AS TO THE TOWN/CITY:

Jeffery Caggiano
Mayor
City of Bristol
111 North Main Street
Bristol, Connecticut 06010

AS TO THE CONTRACTOR:

President
North Central Connecticut EMS Council, Inc.
P.O. Box 1833
Hartford, CT 06144-1833

Section XIII. Entire Agreement

FY 2024-2025 CMED Contract – City of Bristol

Page 5 of 10

This Agreement contains the entire understanding between the parties and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them. This Agreement may be executed in counterparts. Execution and delivery of signature pages hereto via facsimile or other electronic image transmission shall be valid and binding for all purposes.

Section XIV. Events of Breach and Remedies

Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary in any material respect to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Contractor are to be kept or performed, and Contractor fails to correct any such breach within ten (10) days after Contractor's receipt of written notice of such breach from the Town/City, Contractor has breached the Agreement (an "Event of Breach"). Upon the occurrence of an Event of Breach, Town/City may (i) require Contractor to correct or cure such breach to the satisfaction of the Town/City or (ii) terminate this Agreement for cause in accordance with Section VI. 1. The selection of any remedy shall not prevent or stop the Town/City from pursuing any other remedy and shall not constitute a waiver by the Town/City of any other right or remedy.

Section XV. Professional Services Insurance Requirements

1 Insurance Coverage

At least ten (10) days before the Agreement is executed, the Contractor will be required to file with the Town/City a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the Town/City and in an acceptable form. Contractor shall agree to maintain in force at all times during the Agreement the following minimum coverage and shall name the Town/City an Additional Insured and Certificate Holder on a primary and non-contributory basis to the General Liability Policy. The policy 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. In addition, all Carriers are subject to approval by the Town/City. Insurance shall be in accordance with the following requirements:

Commercial Liability: Contractor shall carry General Liability insurance in the amount of \$1,000,000 per occurrence. Contractor shall also carry insurance for general aggregate in the amount of \$2,000,000 and products/completed operations aggregate in the amount of \$2,000,000.

Umbrella: The Contractor shall carry umbrella liability insurance in the amount of \$5,000,000 per occurrence. Contractor shall also carry insurance for general aggregate in the amount of \$5,000,000.

2 Insurance Provisions

The Town/City shall be named as Additional Insured and Certificate Holder. The coverage shall contain no special limitations on the scope of protection afforded to the City.

Contractor shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the City with regard thereto in accordance with this Agreement.

Contractor's insurers shall have no right of recovery or subrogation against the Town/City. Contractor's insurance shall be primary insurance as respects the Town/City. Any insurance or self-insurance maintained by the Town/City shall be excess and non-contributory to the Contractor's insurance.

Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town/City by mail at least thirty (30) days in advance of any termination of or any change in the policy. No change to such provision shall be made without said prior notice and without prior written approval of the Town/City.

Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.

Compensation: There shall be no direct compensation allowed to Contractor on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.

Waiver of Requirements: The Town/City may vary the above requirements in its sole discretion; if it determines that the Town/City's interests will be adequately protected without meeting all stated requirements.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) 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 (2) years from the completion date.

Unless requested otherwise by the Town/City, Contractor and its insurer shall waive governmental immunity as a defence and shall not use the defence of governmental immunity in the adjustment of claims or in the defence of any suit brought against the Town/City. Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

Policies must be effective for the term of the Agreement. In the event of interruption of coverage for any reason, all work under the Agreement shall cease and shall not resume until coverage has been restored.

Original, completed Certificates of Insurance must be presented to the Town/City prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above described policies be cancelled before expiration date, Contractor must provide written notice to the Town/City 30 days prior to cancellation.

Section XVI. Anti-Discrimination and Affirmative Action

Contractor agrees to abide by the provisions of Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Contractor shall not discriminate against any employee or applicant for employment.

Contractor shall take affirmative action to ensure that applicants for employment are employed without discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Contractor shall state that all qualified applicants shall receive consideration for employment. Notwithstanding the restrictions of Section 10 of this Agreement, Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

Section XVII. Americans With Disabilities Act (ADA) of 1990

Contractor agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Contractor shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Contractor, or be subjected to discrimination by Contractor. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Contractor shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

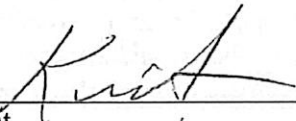
Contractor shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

Section XVIII. Delinquency in Obligations

Contractor hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to Town/City shall be and remain current.

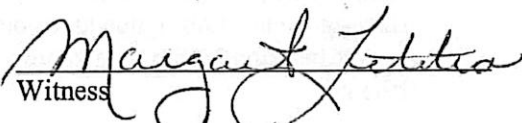
IN WITNESS THEREOF, the parties have executed this Agreement:

NORTH CENTRAL CONNECTICUT EMS COUNCIL, INC.



President

Date 5/29/24



Witness

Date 5/29/24

City of Bristol

Chief Administrative Officer

Date

Witness

Date

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

SCOTT MATNEY
ASSISTANT CORPORATION COUNSEL

NOELLE BATES
LEGAL ADMINISTRATOR

MARIA THEAM
LEGAL ADMINISTRATIVE ASSISTANT



CITY HALL
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT 06010
Tel: (860) 584-6150

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Erica Cabiya, Town & City Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel *TWC*

DATE: June 6, 2024

RE: Agenda item for 6/11/24 Council agenda
Intertown Agreement

Erica, would you kindly include the following item on the City Council agenda for June 11, 2024? Thank you.

1. To consider an Intertown Agreement with the Town of Plymouth for the use of the City of Bristol Animal Control facility, and to take any action as necessary.

Thank you.

Attachment: Intertown Agreement

TWC/ntb

RECEIVED
2024 JUN -6 AM 10:02
TOWN AND CITY CLERK
BRISTOL, CT

RECEIVED
2024 JUN -6 AM 10:02
TOWN AND CITY CLERK
BRISTOL, CT

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FROM: Thomas W. Conlin, Assistant Corporation Counsel

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Thank you.

Attachment: Intertown Agreement

TWC/ntb

MOTION

I MOVE that the City of Bristol enter into an Intertown Agreement with the Town of Plymouth for the use of the City of Bristol's animal control facility on the terms as proposed in the Agreement.

I FUTHER MOVE that the Mayor or acting mayor be authorized to execute the Intertown Agreement on behalf of the City of Bristol.

14a.

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

SCOTT MATNEY
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City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Erica Cabiya, Town & Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel *TWC*

DATE: May 22, 2024

RE: Resolution and Grant of Easement

CC: Raymond Rogozinski, Director of Public Works

RECEIVED
2024 MAY 23 PM 4:16
TOWN AND CITY CLERK
BRISTOL, CT

Erica, attached is an easement document and Resolution for the June City Council meeting for the Regular agenda. You may recall we did the westerly side of Kelley Street last month. Now we're doing a similar, companion easement on City property on the easterly side of Kelley Street. Please call me with any questions. Thank you.

To consider and take action on a:

1. Request from CL&P d/b/a Eversource Energy for a grant of a permanent easement on City Property on Kelley Street in conjunction with the Meadow Street garage project.

Thank you.

Attachment: Resolution

Equal Opportunity Employer

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, **CITY OF BRISTOL** hereinafter collectively called Grantor, hereby grants to The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, silos, handholes, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the non-exclusive right of access across other lands of the Grantor for all purposes in connection with the exercise of the within granted easement including inspecting, maintaining or removing the same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the **Easterly** side of **Kelley Street** in the City/Town of **Bristol**, Connecticut, shown as "Proposed CL&P Easement Area = 465 S.F." as more particularly described on a map entitled "**Easement Map Depicting Easement Areas to be Granted to The Connecticut Light and Power Company d/b/a Eversource Energy Across the Property of City of Bristol & Immanuel Evangelical Lutheran Church, Incorporated Meadow Street & Kelley Street Bristol, Connecticut File No. W23091 Scale 1" = 20'** **April 5, 2023 by SLR Consulting**" which map has been filed as map number _____ in the office of the Town Clerk of said City/Town of **Bristol**, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, and except for those improvements shown on the above-referenced plan; provided, however, that said improvements do not interfere with Grantee's access to or operation and maintenance of Grantee's facilities ("Permitted Improvements"), that: (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenance installed to provide services to any structures erected on the Grantor's premises; and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor. Grantor, its heirs, successors, assigns and agents, shall contact Call Before You Dig prior to commencing installation or maintenance of said Permitted Improvements.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include the following: (a) any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement and (b) any damage to any Permitted Improvements resulting from the Grantee's exercise of its rights hereunder to access the Easement Area and/or to construct, maintain, replace, relocate, remove and rebuild Grantee's facilities.

If any portion of the above-described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such

File No. W23091
After recording, return to:
Stephanie A. Creech, ROW
Eversource Energy
107 Selden Street
Berlin, CT 06037

assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

Witness

CITY OF BRISTOL

Witness

_____(L.S.)

ACKNOWLEDGMENT

STATE OF CONNECTICUT

S.S. _____

COUNTY OF _____

On this ____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as his/her and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

RESOLUTION

BE IT RESOLVED: That the City of Bristol grant and convey to the Connecticut Light & Power Company d/b/a Eversource Energy, a corporation chartered by the General Assembly of the State of Connecticut and having its principal office in Berlin, Connecticut, its successors and assign, permanent rights for the installation and maintenance and repairs of electric (and gas) lines over, under and across land of the City of Bristol situated within the City of Bristol, as set forth in the easement presented to this meeting and which easement is more fully described on Map Q-666 filed in the Land Records of the City of Bristol, and said easement is hereby ordered filed with the records of this meeting; and

RESOLVED: That the Mayor of the City of Bristol be and he be authorized to execute and deliver in the name of the City an easement presented to this meeting and to do any and all other acts to effectuate the foregoing.

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

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City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Erica Cabiya, Town & Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel *TWC*

DATE: May 23, 2024

RE: Agenda item for June City Council Meeting

CC: Thomas DeNoto

RECEIVED
2024 MAY 23 PM 4:08
TOWN AND CITY CLERK
BRISTOL, CT

Erica, would you kindly include the following as an Executive Session item on the June 11, 2024 City Council Agenda? Thank you.

1. To discuss and take any action as necessary on litigation matter Superior Court Document No. HHB-CV-23-6079198-S Chrysalis Center Real Estate v. City of Bristol.

Thank you.