



# CITY OF NEW HAVEN

## BUREAU OF PURCHASES

Justin Elicker  
Mayor

200 Orange Street Rm 301  
New Haven, Connecticut 06510  
Tel. (203)946-8201

Malinda M. Figueroa  
Purchasing Agent

### NOTICE OF INTENT TO AWARD

Contractor:		Contract Name:	
Address:		Contract #:	
City:		Award Date:	
State:		Contractor Contact:	
Zip Code:		Contract Term:	
Vendor #:		Contract Value:	

Dear Contractor:

You are hereby notified that the City of New Haven intends to award to you the contract for the Contract Name recited above. The attached Agreement contains the instructions for the deliverables required to be provided to the City in connection with this Agreement.

If the applicable boxes are checked in Article 1, you must contact the Commission on Equal Opportunity and/or the Small Contractor Development Office to setup an appointment with them. If required, the contract cannot be executed without these departmental signoffs.

You have **(7) SEVEN Calendar days from receipt** of this **NOTICE OF INTENT TO AWARD** to sign the Agreement. If you do not return all required documentation or provide us with just cause for the delay, the City will consider your bid abandoned and annul this Notice of Intent to Award.

**Should you have any questions, please contact us immediately. DO NOT PROCEED with work on this contract until the executed contract documents have been returned to you, and a purchase order or other official Notice to Proceed has been provided to you.**

Questions and/or concerns can be directed to me at (203) 946-8201.

Sincerely,

*Malinda M. Figueroa*

Malinda M. Figueroa  
Purchasing Agent



# CITY OF NEW HAVEN

## BUREAU OF PURCHASES

2024-CON-

FISCAL YEAR

Justin Elicker  
Mayor

Malinda M. Figueroa  
Purchasing Agent

## AGREEMENT

200 Orange Street Rm 301  
New Haven, CT 06510  
Tel. (203)946-8201

### Schedule of Agreement

Contractor:		Contract Name:	
Address:		Contract #:	
City:		Date Advertised:	
State:		Date Closed:	
Zip Code:		Award Date:	
Contractor Contact:		Bid Document Date:	
Telephone #:		Bid Submission Date:	
Contractor Email:		Vendor #:	
Project #: (If applicable)		Purchase Order #:	
City Department:		Contract Term:	
Contract Dollar Amount:			
Lump Sum:		Not-To-Exceed:	
Schedule of Award		See attachment(s)	
Originals of the attached documents, Specifications, under the Original Contract Number, are on file with the Bureau of Purchases: Bid Documents Addendum, when applicable		**If this box is checked, Bid Specifications are attached by reference due to the file size. Should you need a copy of the Bid Specifications, please contact the Bureau of Purchases.	

**THIS ELECTRONIC AGREEMENT** is by and between the Contractor listed above (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter referred to as the "City").and **is executed as of the date of the Mayor's Signature affixed below.**

**Whereas** the Contractor and the City of New Haven (see above for whether Lump Sum or Not-To-Exceed) for the Contract Dollar Amount listed above and considerations stated herein, mutually agree as follows:

## ARTICLE 1.

	A	<b>Contract Agreement</b>	Duly Authorized Signatory Signs where indicated							
	B	<b>Insurance</b>	Certificate of Insurance per Bid Specifications must remain in full force and effect for the duration of the Contract							
		<b>RIDER</b>								
	C	<b>Commission on Equal Opportunities (CEO)</b>	Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.							
	D	<b>Small Contractor Development Program (SCD)</b>	Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.							
	E	<b>Labor &amp; Material &amp; Performance Bond(s)</b>	Bonds must be completed and mailed to the Bureau of Purchases							
	1	Full business name of bidder	6	Seal of Surety Company						
	2	Name of Surety Company	7	Written signature of witnesses.						
	3	Written signature of authorized agent or bidder	8	Acknowledgment of Surety Company page						
	4	Seal of bidder, if applicable	9	Financial Statement of Surety Company.						
	5	Surety Company's authorized signature	10	Updated power of attorney for Surety Company.						
	F	<b>WAGE RATES</b>								
		<b>State Wage</b>		<b>Livable Wage</b>				<b>Federal Wage</b>		
				<b>FY</b>					<b>No Wage or Other</b>	

**ARTICLE 2. Statement of Work.** The Contractor shall furnish all services, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: the Contract Name referenced above for the City of New Haven and the attached Schedule Of Award, in strict accordance with the Contract Documents as generally set forth below in Article 4, all as prepared by the City of New Haven.

**ARTICLE 3. The Contract Price.** The City of New Haven will pay the Contractor the amount as indicated in the Schedule of Agreement above for the performance of the Contract in accordance with the hourly wage and unit costs, as stated in the Calculation Sheet, as applicable and subject to any additions or deductions as may be authorized in the Contract Documents.

**ARTICLE 4. Contractor Representations and Contract Documents.** Contractor represents it has the ability to perform the services in accordance with the Bid Documents as required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances and Finance invoicing and payment policies. Contractor acknowledges that it has previously provided the City with Bid Documents in response to the City's solicitation noted above in the Schedule of Agreement as "Contract Name," and hereby restates and reaffirms the representations made in the Bid Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and / or the "Agreement":

- A. Invitation to Bid, Bid Instructions and Bid Documents, including all requirements appended and included therein, plans and specifications, general and special conditions, notices to contractor insurance and labor requirements
- B. Bid Submission, including Bid Tabulation
- C. Addenda
- D. The Articles of this Agreement
- E. Performance and Labor and Materials Bonds (included herewith if applicable)
- F. All deliverables required by the Bid Documents and delivered after the Bid Submission

**ARTICLE 4.1 Insurance and Indemnity.** The attached Rider is hereby fully incorporated by reference herein, or such Insurance and Indemnity provisions as are contained in the Bid Documents.

**ARTICLE 5. Wages.** Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rates of pay set forth in the Bid Documents are the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of workday and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

**ARTICLE 6. Non-Arrearage.** The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract, or other obligation.

**ARTICLE 7. Equal Employment Opportunity.** The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Bid Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment. including an Affirmative Action Agreement.

**ARTICLE 8. Assignment of Agreement.** The Contractor shall not assign all or any part of the Agreement without the express written consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**ARTICLE 9. Commencement of Work.** The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

**ARTICLE 10. Contractor's Status.** No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

**ARTICLE 11. Examination of Plans, Specifications, and Work Sites.** The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

**ARTICLE 12. Construction - Investigation of Subsurface Conditions.** Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

**ARTICLE 13. Contractor's Guarantee.** Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the

City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

**ARTICLE 14 – Interest of City Officials.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

**ARTICLE 15 – Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**ARTICLE 16 – Contract Termination.**

**1601. Termination of Agreement for Cause.** If, through any cause not the fault of the City, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**1602. Termination for Convenience of the City.** Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

**ARTICLE 17. Additional Terms and Conditions.**

**1701.** This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

**1702.** The parties agree that they waive a trial by jury as to any and all claims, causes of action, or disputes against the City arising out of this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

**1703.** The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**1704.** This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

**1705.** If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

**1706.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

**1707.** The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement.

**1708.** References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

**1709.** The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

**1710.** The City reserves the right to audit the Contractor's books of account in relation to this Agreement at any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and cancelled checks.

**1711.** Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as termination and default) are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

**1712.** Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.

**1713.** Notices to the City and Invoices for completed work should be directed to:

Project Manager/City Contact:	
Department:	
Email Invoices to:	NHInvoice@newhavenct.gov

**1714.** Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

**1715.** All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

**1716.** Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Acting Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value. Only an approved change order will aid in effectuating payment.

## **Signature Page To Follow**

**THIS AGREEMENT**, together with other documents enumerated in ARTICLE 4, form the Contract Documents between the parties.

**IN WITNESS WHEREOF**, the parties have executed An ELECTRONIC **AGREEMENT** as of the date of the Mayor's Signature affixed below.

<b>Contractor Signature:</b>	
<b>Date and Time:</b>	
<b>Contractor Name &amp; Title:</b>	
<b>Duly Authorized</b>	

CITY OF NEW HAVEN	
This is to certify that the originals of the attached documents, under the Original Contract Number, are on file with the Bureau of Purchases: <ul style="list-style-type: none"> <li>• Bid Documents</li> <li>• Addendum, when applicable</li> <li>• Original year contract documents, when applicable</li> </ul>	
	Contract Analyst
Recommendation of Award of Contract:	
	Purchasing Agent
The funds are available for this Agreement:	
	Controller/Chief Accountant
Approved as to Form and Correctness:	
	Sr. Assistant Corporation Counsel
	Mayor City of New Haven Connecticut



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

**200 ORANGE STREET  
NEW HAVEN, CONNECTICUT 06510  
TELEPHONE (203) 946-8201  
FAX (203) 946-8206**

To:	Contract File		
Contract Name:			
Contract #		Project #	
Date Closed:		Award Date:	
Department:		Project Manager/ City Contact:	
Funding Source:		Contract Value:	
Wage Rates:			
Bid Awarded To:			

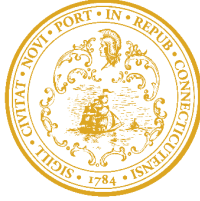
*Malinda M. Figueroa*

Malinda M. Figueroa  
Purchasing Agent

Date

- Cc:** Nichole Jefferson, Director of CEO (with attachments where applicable) Lil Snyder, SCD (with attachments where applicable)
- ☐ SOLICITATION INFORMATION TEMPLATE (SIT)
  - ☐ CONTRACT AWARD MEMO
  - ☐ TAB SHEET
  - ☐ WAGE RATES





# CITY OF NEW HAVEN

## Department of Finance

200 ORANGE STREET  
NEW HAVEN, CONNECTICUT 06510  
TELEPHONE (203) 946-8300

<b>Contractor:</b>		<b>Contract Name:</b>	
<b>Address:</b>		<b>Contract #:</b>	
<b>City:</b>		<b>Award Date:</b>	
<b>State:</b>		<b>Contractor Contact:</b>	
<b>Zip Code:</b>		<b>Contract Term:</b>	
<b>Vendor #:</b>		<b>Contract Value:</b>	
<b>Fiscal Year</b>		<b>Livable Wage</b>	

To whom it may concern:

The work you are performing for the City of New Haven is considered a "service" under the City's Living Wage Ordinance. The ordinance, passed by the Board of Alderman in April 1997, as part of an initiative to assure that all who work on City contracts made enough money by their labors to rise out of poverty and obtain vital health care for themselves and their families.

In accordance with this goal, you have been awarded the above referenced contract and have agreed to pay a set minimum wage to your employees who participate in said work. In addition, you are required to meet certain other requirements set forth in the Ordinance.

The enclosed package includes the following:

- A brief description of the City's Living Wage Ordinance.
- Measures you must undertake when hiring individuals to perform this work.
- Information which must be posted at any work sites on City property.
- Wage report forms, which must be based on your payroll ending dates (weekly, biweekly, etc.). You may use your own form if the required information is included.
- It is your responsibility to retain all the certified payroll for this contract. We will only request them from you if there is a complaint.
- A detailed description of the measures the City may take to assure compliance with this ordinance.

Very truly yours,

City of New Haven  
Controller

## NOTICE TO EMPLOYEES ON THIS SITE

Work performed for the above-cited contract requires you to be compensated at no less than

	Per hour	For Fiscal Year	
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This is required by the City's Living Wage Ordinance, as enacted by the New Haven Board of Aldermen on April 24, 1997, Article XVII, Section 2-221 to Section 2-240.

The Living Wage Ordinance provides for:

- Non-technical, non-trade, non-union (carpenter, plumber, etc.) service workers be provided the wage rate listed above,
- An hourly wage may not be reduced to achieve the stipulated living wage.
- Employees being informed of the appropriate minimum wage they should receive under the ordinance; A vendor must pay the current livable wage as a minimum to the employee, with a company that provides benefits. If the company does not provide benefits to the employee then the company must add an additional dollar to the hourly rate. The contractor submits wage reports based on your payroll ending dates (weekly, biweekly, etc.) within one week of the end of payroll of the payroll period to the City of New Haven detailing hourly wage paid to all employees under the above cited contract;
- An employee's right to file a complaint with the City of New Haven regarding an employer's non-compliance with this ordinance.
- Restitution to the employee of wages owed under the ordinance, should review of contractor records reveal non-compliance with the Living Wage Ordinance or should a finding be made in favor of a complaining employee; and
- Fines and penalties in the event an employer remain non-compliant.

If you feel that your employer has not complied with the Living Wage Ordinance, please detach the form below and return it to the City of New Haven, Controller, 200 Orange Street, New Haven, CT 06510.

### Living Wage Complaint Form

Job Site:	Contractor
Weeks(s) of Pay Affected:	
Job Title	Job Description
Employee Name (Print):	Employee Phone
Employee Address	Best Time to call
Please Describe Complaint:	
Employee Signature:	Date of Complaint