

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To 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;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a “public contract” as defined in section 12 ½ -19(o) of the City’s Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

- (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
- (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
- (c) Cancellation of this Agreement;
- (d) Recovery of specified monetary penalties;
- (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. 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.

9. 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.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees

that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement 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 canceled checks.

REV 11/8/17