

Agreement Amendment

This amendment to the attached agreement is made this **29th** day of **January 2025**, between **STV Construction, Inc.** ("STV") and **The Town of Ledyard, CT** ("Client"). The intent is to extend our Contract date to September of 2025. This is in anticipation of extended service requirements due to contractor performance issues and delays. As well as our previously agreed to terms for oversight of the photovoltaic panels which have not yet been installed.

Timeline

The estimated timeline for performance of services is **October of 2024** through **September of 2025**:

See existing attachment **"A" STV Ledyard agreement**.

Fees

Based on the scope and schedule attached in Exhibit "A", fees will be **fixed** per Building as indicated in the proposal and billed monthly amounts based on the level of effort required/requested by the Town of Ledyard. This amendment is for work already completed as listed below catchup:

	Existing	C/O Request
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Total Fee for the Central Office: **\$15,468.00 + \$952.00**

Total Fee for Gales Ferry School: **\$39,482.00 + \$13,056.00**

Total Fee for Juliet Long School: **\$39,482.00 + \$2,176.00**

Combined fee: **\$94,432.00 + \$16,184.00**

Amended Contract Value \$110,616.00

Billing will be separated per project site, submitted monthly, indicating the phase and the percentage complete.

Additional services outside of the tasks required in RFP #23-4 will be based on the rates listed below.

2025 HOURLY PERSONNEL RATES	
Senior Vice President	\$282
Principal / Vice President	\$250
Project Executive	\$232
Project Director	\$210
Senior Project Manager/Software Engineer	\$192
Senior Project Planner	\$154
Project Manager	\$145
Project Planner	\$129
Assistant Project Manager	\$109
Administrative / Clerical	\$89

*Terms and conditions of the Agreement between STV Construction Inc, and The Town of Ledyard dated and signed 6/25/23 are still in effect.

REIMBURSABLE EXPENSES

Miscellaneous out-of-pocket expenses will be billed at cost plus 10%. These may include photographs, travel, parking, mailings, courier/FedEx, drawing reproductions, etc. Other items will be billed as follows: Mileage at the current IRS rate, plots at \$1.00 per square-foot and pre-printed moving labels at \$0.80 per sheet.

The parties agree that the attached terms and conditions shall apply to this contract. If the parties have not otherwise executed this document, client, by allowing STV to commence its services, shall be deemed to have accepted all the terms and conditions contained herein and no other terms or conditions.



STV Signature / Date

James Kolb, SVP

Mayor of Ledyard / 12-2-2024

Fred B. Alvin III / Mayor

Terms and Conditions

1. **STV's Services:** STV has agreed to provide certain project management and advisory services to Client ("Project Management Services"). In rendering its Project Management Services, STV shall make every reasonable effort to perform them in a well-organized, efficient and timely manner consistent with that level of skill and care customarily exercised by members of STV's profession practicing at the same time and locality as STV performs its services hereunder. Client understands and acknowledges that although STV may employ and manage its own personnel and independent contractors who may have various licenses and professional or industry qualifications, STV has not offered to and is not providing professional or any other licensed services, real estate or insurance brokerage services, architectural, engineering or construction services ("Professional Services") to Client hereunder. Although STV may perform Project Management Services at Client's site, it is understood and agreed that STV shall have no control over, or be considered in charge of, construction means, methods, techniques, sequencing or procedures, nor shall STV be responsible for suggesting, implementing or monitoring safety precautions or programs. Responsibility for the acts and omissions of others on the project site, such as architects, engineers, contractors, vendors, Client's own personnel and the employees, agents of any of the foregoing shall be that of the respective parties. STV shall act as Client's agent with full authority on Client's behalf for all matters incidental to the Project Management Services to which this instrument relates. STV may engage the services of other persons or entities on behalf of Client, but such persons and entities shall be deemed engaged and managed by Client. In addition, Client acknowledges it has directed STV to use certain third-party software (the "Software") in the performance of the Services for this Project. Accordingly, while STV and Client will be relying on the Software, Client acknowledges and agrees that STV does not have control over whether the Software will continually and satisfactorily perform during this contract period and STV shall not be responsible for the performance, failure to perform, or delay caused by the equipment or software which the parties are relying. STV makes no warranties of any kind, either expressed or implied, regarding the Software.
2. **Cooperation:** STV shall at all times have access to the project site and may visit the project site as it deems necessary. Client shall furnish STV, at no cost, with such plans, surveys, studies, tests and any other documents as will assist STV in accomplishing its work and STV shall be entitled to reasonably rely upon the same. Client understands and agrees that it must obtain all permits, licenses, landlord consents, union approvals and all other permissions necessary for STV's performance of Project Management Services, it being agreed that Client and/or its architects, engineers, other consultants, contractors, and subcontractors are responsible for applying for obtaining, keeping in force and assuring compliance with all such permits as well as for the necessary final inspections, occupancy permits and the like to satisfy the requirements of such permits and all laws, regulations, codes and ordinances and or bylaws relating thereto. Further, Client acknowledges that STV does not render legal or code compliance advice and all such matters are entirely the responsibility of the Client and/or its other consultants. Client agrees and warrants that it will not ask or require STV to do anything that would be contrary to the requirement of any permit, law, regulation, ordinance, bylaw, code or judicial or administrative order applicable to STV's performance of Project Management Services.
3. **Fees and Payment:** The Client shall pay STV for its services and reimbursable costs in accordance with the fees and cost provisions stipulated in other provisions of this Agreement. Billing shall be monthly, and payment shall be due upon receipt. Interest will accrue daily, after 30 days at an annual rate of eighteen percent (18%) or, if less, the highest rate of interest allowable by law. STV reserves the right to increase its hourly billing rates in January of each year.
4. **Default and Termination:** This agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof and such party's failure to cure such non-performance within the 7-day period provided above. In the event of termination, (a) STV will be entitled to immediate payment for all services it has rendered to Client and for all reimbursable and termination expenses, and (b), STV shall not be liable for delays or damages that result to the Client by virtue of the termination or suspension of STV's services prior to completion of its work. To the maximum extent permitted by applicable law, in no event shall either party be liable for indirect, consequential, multiple, punitive or magnified damages, any right to which each party hereby waives to the maximum extent permitted by law. Client hereby agrees that, to the fullest extent permitted by law, STV's total liability to Client and any persons or entities claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project, the Services, or this Agreement from any cause or causes including, without limitation, STV's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the lesser of Fifty Thousand & 00/100 Dollars (\$50,000.00) or STV's fee hereunder.
 - a. The parties acknowledge and agree that Client prepared its Return to Work (RTW) Plan, that STV is not required to and will not render advice regarding the Plan and that as such, STV has no responsibility or liability for its accuracy and/or its compliance with applicable CDC, OSHA, and other COVID-19-related regulations and guidance. The parties further acknowledge and agree that the services hereunder do not obligate STV to provide advice, guidance or interpretation of CDC, OSHA, and other COVID-19 related regulations. To the extent permitted by law, STV and shall not be liable for any and all claims, demands, damages, including any indirect, special, or consequential damages arising out of Client's RTW Plan, including, but not limited to, personal injury claims asserted by Client's employees and customers. Additionally, STV shall not be liable for damages arising out of any pre-existing, latent conditions on the Client's property, including, but not limited to any conditions arising out of COVID-19 related property shutdown of Client's facilities. To the extent permitted by law, Client hereby agrees to defend, indemnify and hold harmless STV/DPM against any and all claims arising out of or related to Client's RTW plan, including, but not limited to, the above-referenced personal injury claims and claims arising out of pre-existing or latent conditions.
5. **STV's Status:**
 - a. Independent Contractor: In providing Services hereunder, STV shall act as an independent contractor and not as a partner or joint venturer with Client. With regard to the provision of Project Management Services, STV shall have control over the means used to provide Project Management Services. With regards to the provision of Professional Services, Client shall have control over the party providing such services.
 - b. Employees, Contractors, Agents and Subcontractors: STV and Client shall each (i) be solely responsible for the direction and control of their own employees, contractors, agents and subcontractors, (ii) be solely responsible for wages, salary, payroll taxes, workers compensation, withholding taxes and other forms of compensation payable to their employees, contractors, agents and subcontractors, and (iii) indemnify the other and hold the other harmless against any and all claims or liabilities, including reasonable attorney's fees, to the proportionate extent caused by the negligent acts or omissions of their own employees, contractors, agents and subcontractors, except to the extent the same is caused by the negligence or willful misconduct of the indemnified party or persons for whom the indemnified party is legally responsible.
 - c. Additional Services: With regard to the contracts for Professional Services or other services to be provided to the Client by anyone other than STV in furtherance of this Agreement ("Additional Services"), STV may engage persons or entities on behalf of the Client to provide Additional Services, but if STV does so or negotiates or signs contracts for Additional Services, STV shall do so solely as a disclosed agent for the Client. Such agency shall be disclosed in writing, Client shall assume full responsibility under such contracts, and STV shall assume no responsibility under such contracts or for the Additional Services or for the supervision of Additional Services or for the acts or omissions of anyone providing Additional Services.
6. **No Raiding of STV's Employees:** Client agrees that during the term of this Agreement and for a period of one (1) year following the last day STV performs any services for the Client, neither it nor any of its officers, employees, agents or any firm owned or controlled by the Client, or which is under common control by the Client, or any of their officers, directors, employees or agents will directly or indirectly, without STV's written consent, solicit or hire any person

who is a current employee of STV or who has been its employee within one (1) year preceding the last day of STV's work, nor will they encourage any such person to leave STV's service. Client acknowledges that the damages that will result to STV upon a breach of Client's obligations under this paragraph will be difficult to quantify and substantial including lost profits, cost of replacement cost of training and the like. Accordingly, if Client violates the terms of this paragraph then Client will pay STV liquidated damages in the amount of 1,000 times that individual's hourly billing rate.

7. **Patents and Innovations:** If STV shall make or discover any invention or innovation in the course of its work hereunder, STV shall have and retain all common law and statutory rights of ownership.
8. **Miscellaneous:**
 - a. **Notices:** Any notice or other communication which may or must be given under this Agreement shall be in writing and shall be considered given when delivered to a party personally or when delivered by registered or certified U.S. Mail, return receipt requested, or by any private commercial or U.S. Postal overnight mail service providing a receipt for delivery, or by facsimile transmission if it is electronically acknowledged and confirmed and if another copy is sent to the addressee thereof within forty-eight (48) hours of the facsimile transmission by registered or certified U.S. mail.
 - b. **Publicity:** Client authorizes STV to use Client's name, logo, photographs or other information for STV's marketing and public relations related matters.
 - c. **Force Majeure:** STV shall not be deemed in violation of the provisions of this Agreement if their performance is delayed or prevented by war, civil unrest, weather conditions and other Acts of God, strikes or labor unrest. For each day of delay wherein a party's performance is prevented by any one of the foregoing causes, a day, and any related fees, shall be added to the time and fees stipulated herein for such performance.
 - d. **Governing Law AND DISPUTES:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. STV and Client agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association or such form of non-binding Alternative Dispute Resolution as the parties may mutually agree. STV and Client agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement between them and any party elects thereafter to institute legal proceedings, the form for any such action relating to this Agreement shall be in the Courts located in Boston, Massachusetts either State or Federal. STV and Client hereby irrevocably consent to the jurisdiction of such courts and waive any defense, whether asserted by motion or pleading, that such courts are an inconvenient or inappropriate venue.
 - e. **Complete Agreement; Supersedes Prior Agreements:** This Agreement, including the attached terms and conditions, hereto constitutes a complete statement of all the arrangements among parties with respect to the STV's engagement by the Client for the work specified and supersedes all prior or contemporaneous proposals, contracts, agreements and binding commitments of every nature and description whatsoever between the parties on the same subject matter.
 - f. **Amendments:** Any amendment, modification, cancellation, change order or waiver of this Agreement must be in writing and signed by or on behalf of both parties.
 - g. **CONSTRUCTION:** The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto or to any Task Order entered into hereunder.
 - h. **ASSIGNMENT:** Client may not assign or transfer any of its duties, obligations, or interests in this Agreement without the prior written consent of STV.
 - i. **THIRD PARTIES:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either STV or Client. STV's Services under this Agreement are being performed on behalf of and solely for the benefit and exclusive use of the Client for the limited purposes of this Agreement and no person or other entity shall have any claim against STV because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any STV employee, representative, or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the Services rendered by STV hereunder, the Client shall only seek recourse against STV and hereby expressly waives any and all right to pursue a claim against STV's individual officers, directors, or employees.
 - j. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
 - k. **SURVIVAL:** Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to such termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the termination of this Agreement. The indemnities, audit rights, representations, warranties, covenants, guarantees, confidentiality obligations, insurance requirements, and intellectual property rights provisions set forth herein shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.