

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this 9 day of **July, 2021**, by and between **Hubert E. Butler Construction Company, 984 Portland-Cobalt Road (Rte66), Portland, CT 06480**, hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the **City of New London Multi-Use Trail** and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be **September 1, 2021** and the completion date of this Contract shall be **December 31, 2021**, time being of the essence.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of **Five Hundred Eighty-Two Thousand Seven Hundred Dollars (\$582,700)**.

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$____1000____ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of three years from the termination of the contract.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly

substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, "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: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section

32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "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) (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, mental retardation, 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. The contractor further agrees to take affirmative action to insure 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, mental retardation, 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; (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 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 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 Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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 they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) 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.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) 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 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 Conn. Gen. Stat. Section 46a-56; 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, 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.

(f) 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.

B. (a) (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 of 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 Section 46a-56 of the Connecticut General Statutes; (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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section 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 Section 46a-56 of the Connecticut General Statutes; 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, 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.

(c) 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.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of New London: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

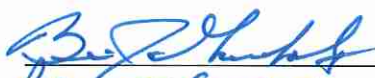
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:



Michael Passero
Its Mayor



Brian J. Gombor
Its Duly Authorized Agent

Approved as to form:



Jeffrey T. Londregan, Esq., Director of Law

Date Signed 9/15/21

City of New London, CT

ROUTING SLIP		OFFICE	☐ APPROVAL ☐ SIGNATURE ☐ COMMENT ☐ SEE ME ☐ AS REQUESTED ☐ INFORMATION ☐ READ AND RETURN ☐ READ AND FILE ☐ NECESSARY ACTION ☐ INVESTIGATE ☐ RECOMMENDATION ☐ PREPARE REPLY ☐ PREPARE REPORT
TO:			
1. Michael E. Passero, Mayor	Mayor's Office		
2. Jeffrey Londregan, Director of Law			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
FROM: Joshua Montague, Accounting/Purchasing Agent			
DATE: September 3, 2021			

REMARKS:

Please ask the Mayor and Director of Law to sign the enclosed contract related to the Multi-Use Pathway.

This contract was approved at the July 19, 2021 council meeting. CAM shown below.

8.13 Multi-Use Pathway

CAM The City Council approves the request to award and authorize the Mayor to enter in to contract with the qualified lowest bidder, Hubert E. Butler Construction, as the selected construction company for the Multi-Use Pathway in the amount of \$582,700. Funding for this award is available in 36430168-54500 MUSEP.

9/15/21
Josh,
See attached.
