

## CONTRACT FOR INFORMAL PROJECT

Contract For: Osborne Library Roof Replacement/Exterior Restoration  
And Johnson Exterior Restoration,  
Connecticut Agricultural Experiment Station  
123 Huntington Street  
New Haven, CT  
Project BI-P-85

Dated as of April 26, 2010 by and between the State of Connecticut (herein called the "State") acting herein by its Commissioner, Department of Public Works under the provisions of Section 4-8 and subsection (a) of Section 4b-1, the General Statutes of Connecticut, as revised, and Rudolph Netsch Construction Company, Inc., 7 Spring Street, Chester, CT 06472 (herein called the "Contractor").

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

### 1. CONTRACT AND CONTRACT DOCUMENTS

The **Invitation for Bids**, the enumerated **Plans**, the **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Commissioner, Department of Public Works, the **General Conditions**, the **General Requirements**, the **Contract** and the **Bonds** shall form part of this **Contract** and the **provisions** thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this **Contract**, the **Invitation for Bids**, the enumerated **Plans**, **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Commissioner, Department of Public Works, the **General Conditions**, the **General Requirements**, the **Bonds**, the **Notice to Bidders**, the **Wage Scales**, the **Supplementary Conditions**, and the **Insurance Certificates**.

### 2. SCOPE OF THE WORK

The Contractor shall furnish all **plant**, **labor**, **materials**, **supplies**, **equipment**, and **other facilities** and **things** necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable **Plans**, **Specifications** and **Amendments** thereto, and **Addenda** (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

### 3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following is an enumeration of the **Plans**, **Specifications**, and **Addenda**:

PLANS: Prepared by: Department of Public Works, 165 Capitol Avenue, Hartford, CT 06106

SPECIFICATIONS: Osborne Library Roof Replacement/Exterior Restoration  
And Johnson Exterior Restoration, Connecticut Agricultural  
Experiment Station, 123 Huntington Street, New Haven, CT

ADDENDA: None

4. COMPENSATION TO BE PAID THE CONTRACTOR

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of: One Hundred Eighty Seven Thousand Three Hundred Ten Dollars and 00/100 (\$187,310.00).

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. (See Notice [SEEC FORM 11] in Section 00 40 14).

IN WITNESS WHEREOF, the Commissioner, Department of Public Works for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: Holly J. Hart  
Print Name: Holly J. Hart

By: Raeanne V. Curtis  
Raeanne V. Curtis  
Commissioner  
Department of Public Works

WITNESS: Diane M. Chace  
Print Name: Diane M. Chace

Date Signed: 4-26-10

WITNESS: Rudolph A. Netsch  
Print Name: RANDOLPH NETSCH

SEAL  
RUDOLPH NETSCH CONSTRUCTION CO., INC.  
By: Rudolph Netsch  
Its \_\_\_\_\_, Duly Authorized

WITNESS: Fay Netsch  
Print Name: Fay Netsch

Print Name: Rudolph Netsch  
Print Title: President  
Date Signed: April 20, 2010