# CONTRACT

CONTRACT FOR: MEP Renovations-Earl Hall
Southern Connecticut State University
New Haven, CT
Project BI-RS-248

Dated as of Feb 10, 2011 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 The Nutmeg Companies, Inc., 31 New London Turnpike, Norwich, CT 06360 (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, Order of Award, which Order is made a part of this Contract, 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: Kohler Ronan Consulting Engineers, 301 Main Street, Danbury, CT 06810

SPECIFICATIONS: MEP Renovations-Earl Hall, Southern Connecticut State University
New Haven, CT

ADDENDA: 1

## 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: Three Million Six Hundred Seventeen Thousand Dollars and 00/100 ($3,617,000.00).

## 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 SEEC FORM 10.

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: Sylvia J. Bugbee
Print Name Sylvia J. Bugbee

WITNESS: Linda Lee Huntley
Print Name Linda Lee Huntley

By: _____
Commissioner
Department of Public Works

Date Signed: 2/10/11

SEAL

WITNESS: Amanda Sierpinski
Print Name Amanda Sierpinski

WITNESS: Thomas D. Melkus
Print Name THOMAS D. MELKUS

**THE NUTMEG COMPANIES, INC.**

By: _____
Its Sec/Treas., Duly Authorized

Print Name: LISA GAWENDO
Print Title: Secretary/Treasurer
Date Signed: 2/3/11