

CONTRACT

CONTRACT FOR: New Manufacturing Technology Center
Asnuntuck Community College
170 Elm Street
Enfield, CT
Project BI-CTC-488

Dated as of 3/31/16 by and between the **State of Connecticut** (herein called the "State") acting herein by its Commissioner, Department of Administrative Services under the provisions of Sections 4-8, 4a-1, 4a-1a, 4a-2, 4b-1, and 4b-3, the General Statutes of Connecticut, as revised, and The Fusco Corporation, 555 Long Wharf Drive, New Haven, CT 06511 (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 Administrative Services, **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 Administrative Services, 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: Moser Pilon Nelson Architects LLC
30 Jordan Lane
Wethersfield, CT 06109

SPECIFICATIONS: New Manufacturing Technology Center
Asnuntuck Community College
170 Elm Street
Enfield, CT
Project BI-CTC-488

ADDENDA: 5

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: Ten Million Two Hundred Seventy Eight Thousand Dollars and 00/100 (\$10,278,000.00).

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 Administrative Services 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:

WITNESS: E.O. Closetto
Print Name: Erin O'Brien Choquette

WITNESS: Debra D. Aronick
Print Name: Debra D. Aronick

WITNESS: Lisa Crosby
Print Name: LISA CROSBY

WITNESS: Sean B. Willoughby
Print Name: Sean B. Willoughby

STATE OF CONNECTICUT

By: Melody A. Currey
Melody A. Currey
Commissioner
Department of Administrative Services
Date Signed: 3/31/16

SEAL

THE FUSCO CORPORATION

By: Lynn R. Fusco
its _____, Duly Authorized
Print Name: LYNN R. FUSCO
Print Title: PRESIDENT
Date Signed: 3/11/2016