

Contract

DAS • Construction Services • Process Management & Procurement Unit

Contract For: Cooling Tower Replacement
1111 Country Club Road
Middletown, CT
Project BI-N-341

Dated as of 10/12/18 by and between the **State of Connecticut** (herein called the
(Month, Day, Year)

"State") acting herein by its Commissioner, Department of Administrative Services under the provisions of the Connecticut General Statutes (C.G.S.) Sections 4-8, 4a-1, 4a-1a, 4a-2, 4b-1, and 4b-3, as revised, and

West State Mechanical, Inc.
3000 South Main Street
Torrington, CT 06790

(herein called the "Contractor").

(Print Name of 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:

Prepared By:	BVH Integrated Services, P.C. 50 Griffin Road South Bloomfield, CT 06002 <i>(Print Name of Architect/Engineer Firm)</i>
Plans and Specifications:	Cooling Tower Replacement 1111 Country Club Road Middletown, CT Project BI-N-341
Addenda:	2

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:

Four Hundred Thirty Five Thousand Nine Hundred Ninety	Dollars and 00/100 (\$	435,990.00)
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5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

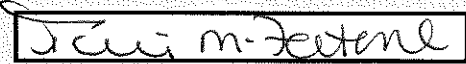
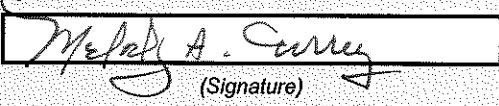
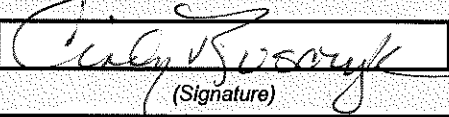
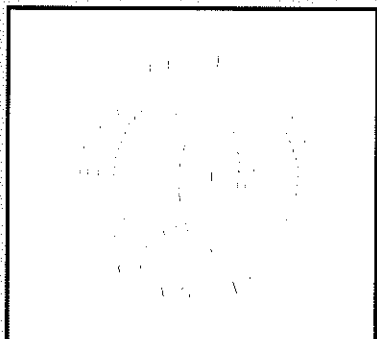
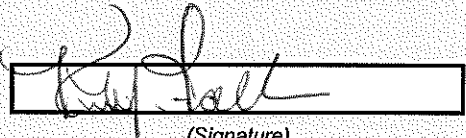

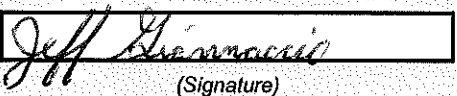
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, 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 the **C.G.S. §9-612(f)(1)(C)**, 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**.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all **Claims* associated with this Contract** that Contractor now has or may or will have and that arise under the antitrust laws of the United States, **15 USC Section 1, et seq.** and the antitrust laws of the State of Connecticut, **C.G.S. §35-24, et seq.**, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

***Definition of Claims associated with this Contract:** "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum."

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:		State Of Connecticut	
WITNESS:	 (Signature)	By:	 (Signature)
Print Name:	Toni M. Fatone	Print Name:	Melody A. Currey
WITNESS:	 (Signature)	Its:	Commissioner Department of Administrative Services
Print Name:	Cindy Busczyk	Date Signed:	10/18/18
		 SEAL	
WITNESS:	 (Signature)	Contractor:	West State Mechanical, Inc.
Print Name:	Kim Fallon	By:	 (Signature)
WITNESS:	 (Signature)	Its:	Corporate Secretary, Duly Authorized
Print Name:	Jeff Giannaccio	Print Name:	Steven Grening
		Date Signed:	October 11, 2018

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