

Contract

DAS • Construction Services • Office of Legal Affairs, Policy, and Procurement

| | |
|----------------------|--|
| Contract For: | MaoDougall Walker Correctional Institution MaoDougall Garage Repair/Rehabilitation 1163 East Street South Suffield, CT Project BI-JA-469 |
|----------------------|--|

| | | |
|---|---|--|
| Dated as of | January 22, 2020 | by and between the State of Connecticut (herein called the |
| | <i>(Month, Day, Year)</i> | |
| "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-2, 4b-1, and 4b-3, as revised, and | Frank Capasso & Sons, Inc. 1003 Middletown Avenue Northford, CT 06472 | (herein called the "Contractor"). |
| | <i>(Print Name of Contractor)</i> | |

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 Supplementary 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 Instructions 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: | Hoffmann Architects, Inc. 2321 Whitney Avenue Hamden, CT 06518 |
| | <i>(Print Name of Architect/Engineer Firm)</i> |
| Plans and Specifications: | MacDougall Walker Correctional Institution MacDougall Garage Repair/Rehabilitation 1153 East Street South Suffield, CT Project No. BI-JA-469 |
| 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:

| | | | |
|---|------------------------|------------|---|
| Eight Hundred Six Thousand Nine Hundred Thirty Three | Dollars and 00/100 (\$ | 806,933.00 |) |
|---|------------------------|------------|---|

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

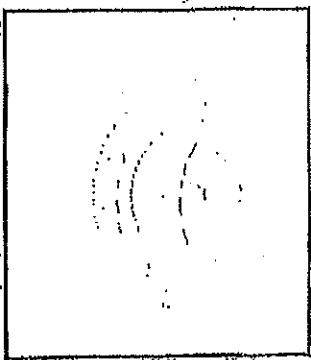
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, 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 the C.G.S. §9-512(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. §36-24, 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, unmatured, 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.

| | |
|--|---|
| State Of Connecticut Attested By: | State Of Connecticut: |
| WITNESS: <u>Kevin J. Kopetz</u> (Signature) | By: <u>[Signature]</u> (Signature) |
| Print Name: <u>Kevin J. Kopetz</u> | Print Name: <u>Noel Petra</u> |
| WITNESS: <u>[Signature]</u> (Signature) | Its: <u>Deputy Commissioner</u> |
| Print Name: <u>Christopher Leonardo</u> | <u>Department of Administrative Services</u> |
| | Date Signed: <u>1-22-2020</u> |
| Contractor Attested By: | Contractor: |
| WITNESS: <u>Diana Stanlo</u> (Signature) | Firm Name: <u>Frank Capasso & Sons, Inc.</u> |
| Print Name: <u>Diana Stanlo</u> | By: <u>Vincenzo Capasso</u> (Signature) |
| WITNESS: <u>[Signature]</u> (Signature) | Print Name: <u>Vincenzo Capasso</u> |
| Print Name: <u>Arun Saluja</u> | Its: <u>President</u> , <u>Duly Authorized</u> |
| | Date Signed: <u>10/07/19</u> |
| Office of the Attorney General: | |
| Approved as to form: | |
| By: <u>[Signature]</u> (Signature) | |
| Print Name: <u>Joseph Rubin</u> | |
| Its: <u>Attorney General /</u> <u>Assistant Deputy Attorney General /</u> <u>Associate Attorney General /</u> <u>Assistant Attorney General</u> | |
| Date Signed: <u>1/29/20</u> | |
| |  SEAL |