

CONTRACT FOR INFORMAL PROJECT

Contract For: Softball Field Addition
Oliver Wolcott Technical High School
75 Oliver Street
Torrington, CT
Project BI-RT-855

Dated as of April 26, 2012 by and between the State of Connecticut (herein called the "State") acting herein by its Commissioner, Department of Construction Services under the provisions of Section 4-8 and subsection (a) of Section 4b-1, the General Statutes of Connecticut, as revised, and Aqua-Turf Irrigation, LLC, 73 Rolling Ridge Road, Orange, CT 06477 (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 Construction Services, 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 Construction 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: Diversified Technology Consultants
2321 Whitney Avenue, Suite 301
Hamden, CT 06518

SPECIFICATIONS: Softball Field Addition, Oliver Wolcott Technical High School
75 Oliver Street
Torrington, CT
Project BI-RT-855

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: Two Hundred Thirty One Thousand Four Hundred Ninety One Dollars and 00/100 (\$231,491.00).

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 Deputy Commissioner, Department of Construction 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: Kevin J. Kopetz
Print Name: Kevin J. Kopetz

WITNESS: Joseph V. Caszary
Print Name: Joseph V. Caszary

By: Pasquale J. Salemi
STATE OF CONNECTICUT
Pasquale J. Salemi
Deputy Commissioner
Department of Construction Services
Date Signed: 4.26.12

SEAL

WITNESS: Stephen Carbelli
Print Name: Stephen Carbelli

WITNESS: Linda D'Andrea
Print Name: Linda D'Andrea

By: Marc D'Andrea
AQUA-TURF IRRIGATION, LLC
Its Member, Duly Authorized
Print Name: Marc D'Andrea
Print Title: Member
Date Signed: 4-13-12