

CONTRACT

CONTRACT FOR: New BSL-3 Laboratory
 10 Clinton Street
 Hartford, CT
 Project No. BI-2B-100

Dated as of April 7, 2006 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: Flad & Associates
 One Atlantic Street, Suite 304
 Stamford, CT 06901

SPECIFICATIONS: New BSL-3 Laboratory
10 Clinton Street
Hartford, CT
Project: BI-2B-100

ADDENDA: None

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 Million, Five Hundred Eighty-Five Thousand, Seven Hundred and Eleven Dollars and 00/100 (\$2,585,711.00).

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.

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:

Print Name

Diane M. Chace
Diane M. Chace

By:

James T. Fleming
James T. Fleming
Commissioner
Department of Public Works

WITNESS:

Print Name

Holly J. Hart
Holly J. Hart

Date Signed:

7/14/06

SEAL

WITNESS:

Print Name

James E. Sawyer
James E. Sawyer

THE NUTMEG COMPANIES, INC.

By:

Diana M. Bugbee
Its President, Duly Authorized

WITNESS:

Print Name

Tammy Magrey
Tammy Magrey

Print Name: Diana M. Bugbee

Print Title: President

Date Signed: April 17, 2006

AN AMENDMENT TO CONTRACT DATED
JULY 14, 2006
BETWEEN THE STATE OF CONNECTICUT AND

THE NUTMEG COMPANIES, INC.
FOR

NEW BSL-3 LABORATORY, RENOVATIONS TO 4TH FLOOR,
10 CLINTON STREET, HARTFORD, CT

PROJECT NO.: BI-2B-100

Division O of this contract is hereby amended, as follows:

(1) **Delete** Articles number 5, 6 and 7 of Section 00100 and substitute the following language in lieu thereof:

ARTICLE 5 Executive Orders:

This contract is subject to paragraph numbered 6 of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms; the provisions of Executive Order No. Three of Governor Thomas J Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into, and are made a part of and are attached to this contract as Exhibit A, "Executive Orders," Division 0, section 00920.

1. The parties agree to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be canceled, terminated or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its

employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- 5. This contract may be canceled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultant, subconsultants and vendors.

ARTICLE 6 (Intentionally left Blank)

ARTICLE 7 (Intentionally left Blank)

(2) **ADD** new **SECTION 00920, EXECUTIVE ORDERS** entitled "**Exhibit A**" which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8th day of August, 2006.

ATTESTED BY:

WITNESS:

Print Name:

Linda Dutkiewicz
Linda Dutkiewicz

By:

MBUCZACKI
STATE OF CONNECTICUT
Bruce Cornish
Its Chief Financial Officer
of the Department of Public Works

Date Signed:

8/8/06

WITNESS:

Print Name:

SHARNE McAVOY
SHARNE McAVOY

By:

SEAL
THE NUTMEG COMPANIES, INC.

Its _____, Duly Authorized

Print Name:

Print Title:

Date Signed:

Diana M. Baybee
President
August 22, 2006