

**Legal Notice**

**Town of Branford  
Water Pollution Control Facility**

**Request for Proposals  
Sanitary Sewer Collection System On-Call Repairs**

The Town of Branford Water Pollution Control Facility (WPCF, Facility) is requesting proposals for on-call Sewer Emergency and Routine Repair Services. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town's website at [www.branford-ct.gov](http://www.branford-ct.gov).

Request for Proposals are to be submitted in a sealed envelope marked **“Town of Branford-Sanitary Sewer Collection System On-Call Repairs”** to the Finance Department, Attention, Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **11:00 a.m. Tuesday, December 13, 2022**. No RFPs will be accepted after that date and time.

The Board of Selectmen or the majority reserves the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

Tyechia Pettway  
Purchasing Clerk

**The Town of Branford Water Pollution Control Facility  
Request for Proposals  
Sanitary Sewer Collection System On-Call Repairs**

**1. INTRODUCTION**

The Town of Branford Water Pollution Control Facility (WPCF, Facility) is requesting proposals for on-call Sewer Emergency and Routine Repair Services. The Town will select highly qualified Contractors who can provide a quick response, quality repairs, and a high level of customer service performance in all work efforts. The Contractor will be expected to work with the Facility's staff in a safe and professional manner. The services are to be provided on an as needed and request basis.

All repair services work and materials shall comply with the requirements of the Town of Branford Water Pollution Facility and Engineering Department's Standard Specifications – General Provisions, Technical Specifications, State of CT 818 as amended, and the Town's Standard Details. The Standard Specifications are hereby made a part of the Request for Proposals (RFP) and the Contract Documents.

It is the Town's intention to identify a Contractor or short list of qualified Contractors who are interested in performing such work and to establish in advance the rate of compensation for such services. Contractor(s) selected to do business with the Town will be required to execute the standard Contract for Construction Services with the Town (a sample contract is included in Appendix B ).

Contractors placed on the short list will not be ranked in any particular order. The Town will select Contractors as necessary to meet the needs of the Town and to provide the best value for its ratepayers.

By seeking proposals from Contractors, the Town does not imply that it will utilize the Contractor's services for any guaranteed number of times over the course of the Contract.

The Town shall retain the right to remove any Contractor from the short list if Contractor fails to perform satisfactorily under the Contract. Failure will include but is not limited to: not performing work in accordance with the Standard Specifications within the demands and time constraints established by the Town for a repair service assigned to said Contractor.

**2. BACKGROUND**

The Town of Branford Water Pollution Control Facility manages, operates and maintains the wastewater treatment and collection system that serves the Town of Branford.

The sewer system consists of approximately 100 miles of piping, ranging in size from 8 inches to 30 inches in diameter. The pipe materials include Vitrified Clay, Asbestos Concrete Pipe, Ductile Iron Pipe, Polyvinyl Chloride pipe, and others. Depths of pipe range from a few feet to over 20 feet deep. The Town also maintains a number of sewer forcemains throughout town.

### 3. SCOPE OF WORK

The scope of work consists of both routine and emergency repair services, as needed. Sewer repair work may include:

- Sanitary sewer main repairs
  - Sanitary lateral repairs (limited)
  - Sanitary forcemain repairs
  - Replacing and installing manholes and other related structures
  - Additional work necessary for completion of repairs such as dewatering, bypass pumping and other associated work
  - Restoring properties, landscapes, roadways, driveways, etc. damaged during the course of repair activities
- B.** Routine repair activities occur during regular business hours (7:00am-3:30 pm). The Town of Branford's WPCF Superintendent will meet with the Contractor and agree on the initial Order on Contract scope, schedule and work limits.
- C.** Emergency repair services can occur 24/7 including weekends and holidays. The Facility's staff will expect Contractors to be available immediately via phone and to appear on the project site within a two-hour period of being notified. The Facility's Superintendent will meet with the Contractor and agree on the repair scope and work limits. The Contractor is expected to supply sufficient labor and equipment to provide services in a timely and professional manner.
- D.** Services are to include provision of all labor, equipment, tools, and materials necessary to complete the work. All work shall be inspected and approved by The Town of Branford prior to backfilling.
- E.** Sewer and Excavation Permits may be required; all permit application fees will be waived.

### 4. RFP GENERAL INSTRUCTIONS:

#### A. Submission:

Proposers shall submit five (5) sealed copies of their company's Proposal to the Office of the Director of Finance, 1019 Main Street, Branford, CT 06405. **Submittals must be received no later than 11:00 a.m. Tuesday, December 13, 2022.** Submittals received after this time will not be considered.

Proposals shall include all required information and a fully completed Fee Proposal Form, and each bidder must complete and have notarized the "Non-Collusion Affidavit of Bidder" form. **This form must accompany all bids being submitted.**

Copies shall be mailed or hand delivered, sealed, and labeled "Town of Branford - Sanitary Sewer Collection System On-Call Repairs". Each bid proposal must be signed by an authorized agent of the bidder.

**B. Questions:**

Questions regarding this RFP should be directed to the WPCF Superintendent, Brian Devlin, in writing or by email at [bdevlin@branford-ct.gov](mailto:bdevlin@branford-ct.gov).

Town of Branford  
c/o Brian Devlin  
1019 Main St, PO Box 150  
Branford, CT 06405

All questions about the meaning or intent of the Documents are to be submitted to the Contact Person in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda, and will be posted on the Town's website. Prospective bidders are responsible for obtaining addenda, if any, and acknowledging any addenda in their submission.

Questions received less than ten days prior to the date of receipt of RFPs may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The Owner will set forth as Addenda, which shall become a part of the RFP, such questions received as above provided as in their sole judgment are appropriate or necessary and their decision regarding each.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.

**C. Submittal Requirements:**

Contractor shall include the following items in the Company's Proposal:

**1) Qualifications:**

On company letterhead state the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Briefly describe the history of the firm and the types of services provided. Identify areas of technical and skilled trade expertise that make the firm qualified for this work. Provide contact information.

Contractor shall list and describe any current and pending litigation the company is involved in, if any. Also, describe any litigation the company was involved in during the previous three years.

**2) Employees:**

Identify the individuals or classes of employees that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the type of work anticipated. Provide all contact information including cell phone numbers and emails.

Resumes or qualifications (maximum of one page per individual) may be submitted in this section. Qualifications and capabilities of any sub-consultants must also be included.

**All bidders must have employees who hold a current State of Connecticut P1 license as required by the Town, and shall submit a current copy of licenses for all current employees holding a P1.**

**3) Proposed Work Plan:**

Provide a written summary of your general approach to responding to the Town's requests for work. As part of this section of the proposal, Contractor should identify the person that the Town should contact first in case of an emergency repair. For routine repairs, Contractor should estimate the amount of time needed to visit a proposed work site after being notified by the Town, and the time needed to mobilize and begin work.

**4) Relevant Experience:**

Provide the details of the Contractor's last five relevant projects and past performance of the Contractor and its team members on comparable work. This item should cover, at a minimum, the substantive nature of comparable projects, when they were performed, the team members assigned, equipment used and the total contracted cost. Contractors are required to give sufficient information of their experiences to permit the Town to understand and verify the exact nature of the contributions made by the Contractor to the projects listed.

**5) Rate Proposal Form:**

In addition to the qualification proposal as discussed above, the Contractor shall complete the Rate Proposal Form provided on Appendix A.

Rate proposals are to include the following items: labor rates for all personnel proposed to work on this project including, but not limited to, foreman, laborers and equipment operators; labor pricing shall include any state and federal tax and employee salaries, benefits, and overhead; daily, weekly and monthly equipment fees for all major equipment owned by the Contractor available for use on Town project tasks. Contractor overhead and profit shall be included in the labor and equipment rates provided.

Rate proposal will also include a unit price for Temporary Sheet Piling per square foot. Other trench shoring protection systems like trench boxes and slide rail systems will be paid at the appropriate rental rate. Contractor shall submit rental rates to the Superintendent for review and approval.

**Rates shall be effective for two (2) years from the contract execution date. Extensions beyond two (2) years may occur upon mutual agreement in one (1) year increments.**

The Contractor will be contractually obligated to use the rates included in their proposal to generate the invoices for each individual task solicited by the Town under this Contract. Invoices will be structured with hourly or weekly estimates of equipment usage and labor (whichever is appropriate for the duration of the task) and a list of materials and associated pricing. The Contractor shall be entitled to a 15% markup on material costs.

The Contractor shall provide the required bonds included in the Contract Documents for a value of \$50,000 for the duration of the Contract. If the value of work at any time exceeds \$50,000, the Contractor shall adjust the bonding amount appropriately.

If there are any other fees that the Contractor anticipates that would be included in work tasks created under this Contract, they should be included in the fee schedule submitted with their proposal.

**D. Selection Criteria:**

The proposals will be accepted or rejected according to the following selection criteria:

- 1) Professional Qualifications, Team and Experience
- 2) Project Approach as Demonstrated by Proposed Work Plan
- 3) Rate proposal

**E. Reservation of Rights:**

By submitting a proposal, the Contractor authorizes the Authority to undertake such investigation as may be necessary to verify the Contractor's qualifications and reputation. The Contractor may be requested to execute a release(s) in favor of third parties who have information relative to the Contractor's qualifications and reputation. Refusal to execute a release may result in disqualification.

The Town of Branford reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to negotiate or accept any proposal that it may deem to be in the best interest of the Town.

This proposal will become part of the Contract between the Town and the successful Contractor.

**5. EXECUTION OF WORK:**

All work, labor, and materials shall comply with all standards and specifications herein. All necessary federal, state, and local permits and licenses required for the safe completion of the work shall be obtained and kept available at the work site for inspection. Local permit fees will be waived for all work under the Contract.

Equipment offered and utilized must be in good mechanical condition and not require excessive maintenance, repair, or create excessive down time that jeopardizes the Contractor's ability to complete the work. The Contractor shall work continuously, until the site has been secured and the flow of sanitary sewage is restored and approved by the Superintendent.

If required due to specific site conditions other items of work not in the rates may become necessary. The Town will utilize Time and Materials accounting for the additional items of work or materials to be incorporated into the Contract.

6. **INCIDENTAL WORK:** Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- (a) Mobilization/Demobilization;
- (b) Permitting;
- (c) Connecticut Department of Transportation (CTDOT) Permits, Bonds, and Insurances;
- (d) Maintenance and Protection of Traffic (MPT) Plan preparation, signs, barricades, etc.;
- (e) Certified Flagmen;
- (f) General clean up;
- (g) Restoration of property;
- (h) Temporary pavement – Contractor is responsible for the patch for 120 days after completion of the patch;
- (i) Cooperation with other contractors, abutters and utilities;
- (j) Clearing, grubbing and stripping;
- (k) Accessories, fasteners and/or components required to make items complete and functional
- (l) Final clean-up: The Contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the Work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

7. **Traffic person – Municipal Police Officer:** The cost of all Police Officers and/or Police Vehicles is a pass-through cost without markup or any additional fees. The Contractor will be responsible for scheduling all special details required for the work.

**APPENDIX A**

**Fee Proposal Form Sanitary Sewer Collection System  
On-Call Repairs**

The undersigned has examined the basic requirements of this RFP and hereby offers to provide The Town of Branford with emergency and routine repair services, on an on-call basis, as detailed by this RFP for the prices shown on the enclosed form.

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



**THE TOWN OF BRANFORD WATER POLLUTION CONTROL AUTHORITY**

**Project: Sanitary Sewer Collection System On-Call Emergency and Routine Repairs**

**LABOR**

| Class        | Rate / hour | Overtime and Weekends Rate/hour |
|--------------|-------------|---------------------------------|
|              |             |                                 |
| Foreman      |             |                                 |
| Operator     |             |                                 |
| Laborer      |             |                                 |
| Truck Driver |             |                                 |
| Carpenter    |             |                                 |
| Mason        |             |                                 |
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**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of: \_\_\_\_\_

County of: \_\_\_\_\_, SS)  
\_\_\_\_\_

\_\_\_\_\_; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid: \_\_\_\_\_
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

Signed:

\_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires, 20 \_\_\_\_\_.

## Town of Branford Professional Services – Insurance Requirements

Contractor/Vendor shall agree to always maintain in force during the contract the following minimum coverage and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

|   |   | (Minimum Limits) |
|---|---|------------------|
| General Liability   | Each Occurrence                         | \$1,000,000      |
|   | General Aggregate                       | \$2,000,000      |
|   | Products/Completed Operations Aggregate | \$2,000,000      |
| Auto Liability  | Combined Single Limit                   |                  |
|   | Each Accident                           | \$1,000,000      |
| Excess/Umbrella Liability                                     | Each Occurrence                         | \$1,000,000      |
|   | Aggregate                               | \$1,000,000      |
| Professional Liability  | Each Occurrence                         | \$1,000,000      |
|   | Aggregate                               | \$1,000,000      |
| Cyber Liability <sup>(1)</sup>                                | Each Occurrence                         | \$1,000,000      |
|   | Aggregate                               | \$1,000,000      |
| Workers' Compensation and Employers' Liability <sup>(2)</sup> | WC Statutory Limits                     |                  |
|   | EL Each Accident                        | \$500,000        |
|   | EL Disease Each Employee                | \$500,000        |
|   | EL Disease Policy Limit                 | \$500,000        |

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

### **Notes**

- (1) Cyber Liability is required if Contractor is on Town's network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

## APPENDIX B

### TOWN OF BRANFORD

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This Contract is by and between the Town of Branford (Owner) and

\_\_\_\_\_ (Contractor). Owner and Contractor hereby agree as follows:

#### ARTICLE 1—THE WORK

##### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  - 1. Sanitary Sewer Collection System On-Call Repairs, which consists of routine and emergency repairs to the Town of Branford Sanitary Sewer Collection System as an On-Call service.
  - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents and agreed to by Owner and Contractor for each defined project.

#### ARTICLE 2—CONTRACT DOCUMENTS

##### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Project Manager. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor shall submit to Project Manager all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Project Manager will render a

written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Owner or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

#### 2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract for Construction of a Small Project.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Request for Bids – The Town of Branford Water Pollution Control Facility Request for Proposals Sanitary Sewer Collection System On-Call Repairs
  - 5. Addenda.
  - 6. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

### **ARTICLE 3—PROJECT MANAGER**

#### 3.01 *Project Manager*

- A. The Project Manager for this Project is the Superintendent of the Wastewater Pollution Control Facility, or their designee.

### **ARTICLE 4—CONTRACT TIMES**

#### 4.01 *Contract Times*

- A. The Work will be substantially complete within \_\_\_\_\_ days after the Effective Date of the Contract and completed and ready for final payment within \_\_\_\_\_ days after the Effective Date of the Contract.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$250** for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Project Manager for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Project Manager each month. Owner may withhold payment if Contractor fails to submit the schedule.

**ARTICLE 5—CONTRACT PRICE**

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

| Item No.   | Description | Unit | Estimated Quantity | Unit Price | Extended Price |
|--|-------------|------|--------------------|------------|----------------|
|  |             |      |                    |            |                |
|  |             |      |                    |            |                |
|  |             |      |                    |            |                |
|  |             |      |                    |            |                |
|  |             |      |                    |            |                |
| <b>Total of all extended prices for Estimated Quantities of Work</b> |             |      |                    |            | <b>\$</b>      |



Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be agreed upon by the Contractor and Project Manager.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 Bonds**

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### **6.02 Insurance**

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the requirements in the Invitation to Bid.
- B. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

## **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

### **7.01 Contractor's Means and Methods of Construction**

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday excluding holidays observed by the Town of Branford.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Project Manager prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Project Manager determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Project Manager specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Project Manager's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Project Manager's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

**ARTICLE 8—OWNER'S RESPONSIBILITIES**

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for

related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 9—PROJECT MANAGER'S STATUS DURING CONSTRUCTION**

### **9.01 *Project Manager's Status***

- A. Project Manager will be Owner's representative during construction.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10—CHANGES IN THE WORK**

### **10.01 *Authority to Change the Work***

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### **10.02 *Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

- A. Project Manager may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### **ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

#### 11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Project Manager about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Project Manager will promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  4. Obtain any pertinent cost or schedule information from Contractor;
  5. Advise Owner of Project Manager's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Project Manager's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## **ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION**

### **12.01 *Claims Process***

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 *Tests and Inspections***

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.



- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Project Manager's acceptance of materials or equipment; and (4) to obtain Project Manager's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering will be at Contractor's expense.

#### 13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

### **ARTICLE 14—PAYMENTS TO CONTRACTOR**

#### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Project Manager. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

#### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Project Manager monthly, in a form acceptable to the Project Manager. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

#### 14.03 *Retainage*

- A. The Owner shall retain **5%** of each progress payment until the Work is substantially complete.

#### 14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Project Manager will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Project Manager's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Project Manager will recommend reductions in payment (set-offs) which, in the opinion of the Project Manager, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Project Manager issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Project Manager will inspect the Work with Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially complete, Project Manager will notify Contractor and Owner of the reasons for Project Manager's decision.
- C. If Project Manager considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Project Manager will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

#### 14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees,

bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.

- B. The final application for payment must be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all pending claims;
  - 5. All certified payrolls and wage compliance documentation; and
  - 6. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment and issuance of notice of the acceptability of the Work.

#### 14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

### **ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

#### 15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

#### 15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
  1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### **ARTICLE 16—CONTRACTOR'S REPRESENTATIONS**

#### 16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17—MISCELLANEOUS**

### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Project Manager, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **17.02 *Cumulative Remedies***

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

### **17.03 *Limitation of Damages***

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### **17.04 *No Waiver***

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

### **17.05 *Survival of Obligations***

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

### **17.06 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

### **17.07 *Controlling Law***

- A. This Contract is to be governed by the law of the state in which the Project is located.

The Effective Date of the Contract is \_\_\_\_\_, 20\_\_\_\_.

**Owner: Town of Branford**

**Contractor:**

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: James B. Cosgrove  
\_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: First Selectman  
\_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: Brian Devlin  
\_\_\_\_\_  
*(typed or printed)*  
Title: WPCF Superintendent  
\_\_\_\_\_  
*(typed or printed)*

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*  
Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
1019 Main Street  
\_\_\_\_\_  
Branford, CT 06405  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: 203-488-3125  
\_\_\_\_\_  
Email: bdevlin@branford-ct.gov  
\_\_\_\_\_

Phone: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_