



**CITY OF WEST HAVEN  
DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
355 MAIN STREET  
WEST HAVEN, CONNECTICUT 06516**

**FRANK CIEPLINSKI  
DIRECTOR OF FINANCE**

**PHONE 203-937-3620  
FAX: 203-937-3621**

January 21, 2022

**NOTICE TO BIDDERS  
ADDENDUM # 1**

**BID:** 2022-01 Replacement of Catch Basins  
**OPENING DATE & TIME:** 01/28/2022 at 11:00am

Please acknowledge receipt of all addendum on the proposal pages.

The purpose of this addendum is to; 1) revise the bid date and provide the conditions with which you must adhere, in order to attend the bid opening. 2) answer the following questions 3) replace the contract contained in the bid with the one contained in this addenda.

1)

**\*NEW BID OPENING DATE: Friday 01/28/2022 at 11:00am**

***IN ORDER TO ATTEND THE BID OPENING, PLEASE BE ADVISED THAT ATTENDEES MUST SHOW PROOF OF VACCINATION AND BE MASKED. SOCIAL DISTANCING WILL BE ENFORCED. (This statement was omitted erroneously from the below verbiage)***

**AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ  
IN THE 3<sup>RD</sup> FLOOR CONFERENCE ROOM**

2)

- **“Will building permit fees be waived?”**

*There will be no permit fees.*

- **“In reference to bid item Catch Basin Type C 0’ – 10’ deep, will the proposer be responsible for pipe replacement? Please confirm how much we should assume for this bid item.”**

*Refer to the DOT manual. Pipe shall be replaced up to the nearest joint within 5ft from the outside of the structure.*

- **“In reference to bid item Catch Basin Type CL 0’ -10’ deep, will the proposer be responsible for pipe replacement? Please confirm how much we should assume for this bid item.”**

*Refer to the DOT manual. Pipe shall be replaced up to the nearest joint within 5ft from the outside of the structure.*

- **“In reference to bid item Manhole 4’, 0’ -10’ deep, will the proposer be responsible for pipe replacement? Please confirm how much pipe we should assume for this bid item, if this is a storm or sewer manhole and will bypass pumping be required?”**

*Refer to the DOT manual. Pipe shall be replaced up to the nearest joint within 5ft from the outside of the structure. These are storm manholes and bypass pumping will not be required except for ground water pumping.*

- **“Please provide a description for bid items "Reset Type C catch basin" and "Reset Manhole"**

*Refer to DOT manual. These are reset of tops, not the entire structure.*

- **“Can you provide us with the units for the current contract?”**

We typically do 20 units however this is only an estimate, it could be more or less.

- **“Can you provide the past bid results?”**

This work has never been bid.

3)

## CONTRACT FOR CONSTRUCTION OF SMALL PROJECTS

This contract is between the City of West Haven, a Connecticut municipal corporation (Owner), and [CONTRACTOR], a [ENTITY TYPE] (Contractor).

Owner and Contractor agree as follows:

### 1. THE WORK

#### 1. Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to perform the Work 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 Work is generally described as follows:

1. Owner assigned, task-oriented catch basin, manhole, and drop inlet replacement. The contract is limited to catch basins that have been determined to be the City of West Haven's responsibility to repair.

2. Such work, when required, will be performed on City maintained roads and properties. The Site will vary and will include areas within the City of West Haven the Engineer has designated as in need of repair or replacement.

### 2. CONTRACT DOCUMENTS

#### 1. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe functionally complete Work. The Contract Documents do not indicate or describe all of the Work required to complete Engineer's assigned tasks. This Contract 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. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

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

D. 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 editions), if any, prepared by Engineer or its consultants.

#### 2. Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.

2. Specifications listed in the ITB.

3. Exhibits to this Contract (enumerated as follows):

a. *Owner's Invitation to Bid*, Solicitation #2022-02, undated with a submission date of [January 27, 2022], totaling 16 pages (ITB), attached as Exhibit A.

b. *Contractor's Proposal Sheet* and related submissions, signed and dated [DATE], totaling [XX] pages (Bid), attached as Exhibit B.

4. The following which may be delivered or issued on or after the Effective Date of the Contract:

a. Work Directives.

b. Field Orders.

**3. ENGINEER**

1. Engineer

A. The Engineer for this Work is Abdul Quadir, City Engineer, City of West Haven, or his delegate.

**4. TERM; CONTRACT TIMES**

1. Term

A. The Term of this Contract is one year, from the Effective Date until [END OF TERM] unless the Term is otherwise shortened or extended by the operation of this Contract.

B. City may notify Contractor of its intent to exercise its option to extend this Contract for two optional years, ending [END OF TERM], in writing, at least thirty (30) days prior to the end of the Term. Pricing for the optional year is found in the Contractor’s Bid.

2. Contract Times

A. The Work will be substantially completed within a reasonable time of the assignment of the Work by the Engineer.

3. Delays in Contractor’s Progress

A. Contractor shall not be entitled to an adjustment in Contract Price if Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work.

B. Contractor shall not be entitled to an adjustment in Contract Price for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

4. Progress Schedules

A. Contractor shall develop a schedule and submit to the Engineer for review and comment before starting Work on a Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

**5. CONTRACT PRICE**

1. Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed. 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 determined by the Contractor and reviewed by the Engineer.

**6. INSURANCE**

1. Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Work is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers’ Compensation:

State: Statutory

Employer’s Liability:

Bodily Injury, each Accident \$ 1,000,000.00

Bodily Injury By Disease, each Employee \$ 1,000,000.00

Bodily Injury/Disease Aggregate \$ 1,000,000.00

b. Commercial General Liability:

General Aggregate \$ \_\_\_\_\_

Products - Completed Operations Aggregate	\$	<u>1,000,000.00</u>
Personal and Advertising Injury	\$	<u>1,000,000.00</u>
Each Occurrence (Bodily Injury and Property Damage)	\$	<u>1,000,000.00</u>
c. Automobile Liability herein:		
Bodily Injury:		
Each Accident	\$	<u>1,000,000.00</u>
Property Damage:		
Each Accident	\$	<u>1,000,000.00</u>
Combined Single Limit of:	\$	<u>1,000,000.00</u>
d. Excess or Umbrella Liability:		
Per Occurrence	\$	<u>5,000,000.00</u>

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, and umbrella or excess policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Additional insured endorsements will include both ongoing operations and products and completed operations coverage.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. If Contractor has failed to obtain and maintain required insurance, Owner may impose an appropriate set-off against payment and exercise Owner's termination rights under Article 15.

## **7. CONTRACTOR'S RESPONSIBILITIES**

1. 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
  - B. Contractor shall at all times maintain good discipline and order at the various Sites.
  - C. Except as otherwise required for the safety or protection of persons or the Work or property at a Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at a Sites shall be performed during regular working hours, Monday through Friday.
2. Other Work at a Sites
  - A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to a 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 a Site.
3. Services, Materials, and Equipment
  - A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
  - B. All materials and equipment incorporated into the Work shall be new, of good quality and shall 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.
4. Subcontractors and Suppliers
  - A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
5. Quality Management
  - A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
6. 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 and licenses unless otherwise provided in the Contract Documents.
7. Laws, Regulations, and Ordinances; Taxes
  - A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws, Regulations, and Ordinances applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws, Regulations, and Ordinances, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws, Regulations, and Ordinances.
  - B. Contractor shall bear all resulting costs and losses, and 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 claims, costs, losses, and damages if Contractor performs any Work or takes

any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

8. 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 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 a 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 a Site; and
3. Other property at a 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.

C. 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, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly, or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at a Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at a Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

9. 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. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

10. 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 a Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

11. Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, 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 claims, costs, losses, and damages (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 out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 they may be liable.

#### **8. OWNER'S RESPONSIBILITIES**

##### 1. Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide access to Site and easements required to perform the Work.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to a Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The 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 the 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.
- G. While at a Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

#### **9. ENGINEER'S STATUS DURING CONSTRUCTION**

##### 1. Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer 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 Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer may visit a Site. Engineer will not be required to make exhaustive or continuous inspections on a Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer



will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**10. CHANGES IN THE WORK**

1. 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 assigned by the Engineer.

**11. DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

1. Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at a Site 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 after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;
2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
3. Determine whether the condition falls within the differing site condition as stated herein;
4. Obtain any pertinent cost or schedule information from Contractor;
5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written 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, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

**12. CLAIMS AND DISPUTE RESOLUTION**

1. Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer 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 shall 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 written 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 written 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.

### **13. TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

1. Tests and Inspections
  - A. Owner and Engineer will have access to a Site and the Work at reasonable times for their observation, inspection, and testing.
  - B. Contractor shall give Engineer 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. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.
2. Defective Work
  - A. Contractor shall ensure that the Work is not defective.
  - B. Engineer 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 Engineer has actual knowledge will be given to Contractor.
  - D. The Contractor shall promptly correct all such defective Work.
  - E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, 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.

### **14. PAYMENTS TO CONTRACTOR**

1. Payments
  - A. The Contractor shall prepare a schedule of values that will serve as the basis for payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work.
2. Applications for Payments:
  - A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
  - B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment, if any.
3. Retainage
  - A. The Owner shall not retain any portion of payments.
4. Review of Applications
  - A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
  - B. Engineer will recommend reductions in payment (setoffs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

- C. The Owner is entitled to impose setoffs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.
5. 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 seven days after the time of payment by Owner.
6. Final Inspection
- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
7. Waiver of Claims
- A. The making of a payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of a 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.

## **15. SUSPENSION OF WORK AND TERMINATION**

1. 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 written notice to Contractor and Engineer. 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 an extension of the Contract Times, or both, directly attributable to any such suspension.
2. 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 ten days written notice that Owner is considering a declaration that Contractor is in default and 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 seven 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 take possession of the Work 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.
3. Owner May Terminate for Convenience

A. Upon seven days written 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, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, 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 on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

4. Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 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 seven days written 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.

**16. CONTRACTOR'S REPRESENTATIONS**

1. Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the City of West Haven; and the Contract Documents.
4. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
5. 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.

**17. MISCELLANEOUS**

1. Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

2. Limitation of Damages

A. Neither Owner, Engineer, 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 Work or anticipated Work.

3. No Waiver
  - A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.
4. 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 or completion of the Contract or termination of the services of Contractor.
5. Contractor's Certifications
  - A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
6. Controlling Law
  - A. This Contract is to be governed by the law of the state in which the Work is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on January \_\_, 2022, which is the Effective Date of the Contract.

**OWNER: CITY OF WEST HAVEN**

**CONTRACTOR: [CONTRACTOR]**

By: Nancy R. Rossi

By: \_\_\_\_\_

Title: Mayor

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

Address for giving notices:

Address for giving notices:

Public Works, City of West Haven

\_\_\_\_\_

355 Main Street

\_\_\_\_\_

West Haven, CT 06516

\_\_\_\_\_

*APPROVED AS TO AVAILABILITY OF FUNDS:*

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

Name: \_\_\_\_\_

Title: Director of Finance  
or Treasurer

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

*APPROVED AS TO FORM:*

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

Name: \_\_\_\_\_

Title: Corporation Counsel

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