

Bond Case Briefs

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PUBLIC CONTRACTS - CONNECTICUT

C and H Elec., Inc. v. Town of Bethel

Supreme Court of Connecticut - August 5, 2014 - A.3d - 312 Conn. 843

Electrical contractor brought action against town for breach of contract and unjust enrichment. Following a bench trial, the trial court rejected contractor's claim that town must reimburse it for additional costs incurred due to town's ongoing asbestos abatement work. Contractor appealed.

The Supreme Court of Connecticut held that:

- Any exercise of town's rights under the construction contract did not amount to "active interference";
- Town's directive to electrical contractor to proceed with its work on school construction project, despite town's knowledge of ongoing asbestos abatement, did not constitute "active interference";
- Town's failure to advise contractor of the remaining asbestos abatement work did not constitute "active interference";
- Any failure by town to coordinate the work of contractors on school construction project did not constitute "active interference";
- Town did not act in bad faith or with gross negligence in ordering electrical contractor to begin work on school construction project; and
- Town's failure to disclose and update specifications to reflect remaining asbestos work on construction project, and its failure to provide contractor with site access to complete its work while asbestos abatement was going on, did not rise to the level of a fundamental breach necessary to come within exceptions to enforceability of "no damages for delay" clause of construction contract.