

Construction Laws and Customs: Connecticut

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A Q&A guide to construction projects in Connecticut. This Q&A addresses state law and custom relating to public and private construction projects, including prompt payment laws, retainage, project delivery systems, contract forms and commonly negotiated terms, warranties, and licensing requirements for construction professionals. It also addresses payment and performance bonds, including any applicable “Little Miller Act” statutes, construction statutes of limitation and repose, pleading requirements, and the enforceability of specific clauses, for example, liquidated damages, limitations of liability, and no-damages-for-delay. Answers to questions can be compared across a number of jurisdictions (see Construction Laws and Customs: State Q&A Tool).

Prompt Payment Acts and Retainage

1. Does your state have any statutes governing the timing of payments to contractors or subcontractors on publicly owned or financed construction projects? If so, what do those statutes require regarding:

- Payments by owners to prime contractors?
- Payments by prime contractors to subcontractors?
- Penalties for failure to comply with requirements of the statute?
- A contractor’s right to stop work for failure to receive payment?

The following Connecticut statutes govern times for payment on publicly owned or financed projects:

- Conn. Gen. Stat. Ann. §§ 4a-71 and 4a-72 (state departments and agencies).
- Conn. Gen. Stat. Ann. § 13a-96 (the Department of Transportation).

- Conn. Gen. Stat. Ann. §§ 49-41a and 49-41c (contractors on public works projects).

Payments by Owners

State Departments and Agencies

If the contract does not specify a date, a state department or agency generally must pay a contractor within 45 days after receiving the later of:

- A properly completed claim.
- Goods and services.

(Conn. Gen. Stat. Ann. § 4a-71(b).)

This pay schedule does not apply to:

- Certain claims subject to a good faith dispute.
- Contracts related to highway or road construction, reconstruction, or maintenance.
- Claims, contracts, or projects that are to be paid for exclusively with federal funds.

(Conn. Gen. Stat. Ann. § 4a-72(a).)

Department of Transportation

For contracts related to highway or road construction, reconstruction, or maintenance, the commissioner

of the Department of Transportation must pay a contractor no later than 60 days after the work's completion and acceptance (Conn. Gen. Stat. Ann. § 13a-96).

Payment by Prime Contractors

A contractor or subcontractor must pay subcontractors within 30 days after receiving a payment for a requisition that includes the subcontractor's labor or materials (Conn. Gen. Stat. Ann. §§ 49-41a(a) and 49-41c).

Penalties for Failure to Comply

State Departments and Agencies

If a contractor is not timely paid, the state department or agency must pay interest on the amount due at the rate equal to the monthly effective yield for the [Short-Term Investment Fund](#) (Conn. Gen. Stat. Ann. § 4a-71(a)).

Department of Transportation

If a contractor is not timely paid, the Department of Transportation must pay interest on the amount due at the rate of 6% per year (Conn. Gen. Stat. Ann. § 13a-96).

Contractors and Subcontractors

If a subcontractor is not timely paid, the subcontractor may serve notice demanding payment on the contractor or subcontractor through registered or certified mail. Ten days after receiving the notice of the claim, the contractor or subcontractor is liable to the claimant for interest on the amount due at the rate of 1% per month. (Conn. Gen. Stat. Ann. § 49-41a(c).)

The claimant may demand that the contractor or subcontractor place the funds for the claim plus interest in an interest-bearing escrow account in a bank in Connecticut. The contractor or subcontractor may refuse to place the funds in escrow if the subcontractor has not substantially performed the work according to the terms of the contract.

The contractor or subcontractor may be liable for the claimant's attorneys' fees if both:

- The contractor or subcontractor refuses to place the funds in escrow on the grounds that the claimant failed to substantially perform the work.

- The claimant is found to have substantially performed the work in litigation or arbitration.

(Conn. Gen. Stat. Ann. § 49-41a(c).)

Right to Stop Work

Connecticut's prompt payment statutes do not provide contractors with a right to stop work for failure to receive payment.

For more information, see [Prompt Payment Acts \(Private Projects\): State Comparison Chart](#) and [Prompt Payment Acts \(Public Projects\): State Comparison Chart](#).

2. Does your state have any statutes governing the timing of payments to contractors or subcontractors on privately owned construction projects? If so, what do those statutes require regarding:

- Payments by owners to prime contractors?
- Payments by prime contractors to subcontractors?
- Penalties for failure to comply with the requirements of the statute?
- A contractor's right to stop work for failure to receive payment?

Section 42-158j of the Connecticut General Statutes governs times for payment on privately owned or financed projects.

Payments by Owners

An owner on a private construction project must pay a contractor within 30 days after receiving a written request for payment (Conn. Gen. Stat. Ann. § 42-158j(a)(1)). This payment schedule does not apply to contracts:

- Funded or insured by the US Department of Housing and Urban Development.
- For an amount of \$25,000 or less.
- For buildings intended for residential occupancy containing four or fewer units.

(Conn. Gen. Stat. Ann. § 42-158i(2).)

Payment by Prime Contractors

Contractors and subcontractors must pay subcontractors within 25 days after receiving payment from the owner for a requisition that includes the subcontractor's labor or materials (Conn. Gen. Stat. § 42-158j(a)(2)).

Contractors may not withhold payment because of a dispute between the contractor and another contractor, a subcontractor, or a supplier (Conn. Gen. Stat. Ann. § 42-158j(d)).

Penalties for Failure to Comply

If a contractor or subcontractor is not timely paid, the contractor or subcontractor may serve notice of its claim on the owner, contractor, or subcontractor through registered or certified mail (Conn. Gen. Stat. Ann. § 42-158j(c)(1) to (3)).

Ten days after receiving the notice, the owner, contractor, or subcontractor is liable for interest on the amount due at the rate of 1% per month. The claimant may demand that the owner, contractor, or subcontractor place the funds for the claim plus interest in an interest-bearing escrow account in a bank in Connecticut. The owner, contractor, or subcontractor may refuse to place the funds in escrow if the party making the demand has not substantially performed the work or supplied the materials according to the contract. (Conn. Gen. Stat. Ann. § 42-158j(c)(4).)

The owner, contractor, or subcontractor may be liable for the claimant's attorneys' fees if both:

- The owner, contractor, or subcontractor refuses to place the funds in escrow on the grounds that the claimant failed to substantially perform the work or supply materials according to the terms of the contract.
- The owner, contractor, or subcontractor is found to have unreasonably withheld payment due.

(Conn. Gen. Stat. Ann. § 42-158j(c)(4).)

Any owner, contractor, or subcontractor found to have withheld payments in bad faith is liable for 10% damages (Conn. Gen. Stat. Ann. § 42-158j(c)(4)).

Right to Stop Work

Connecticut's prompt payment statutes do not provide contractors with a right to stop work for failure to receive payment.

For more information, see [Prompt Payment Acts \(Private Projects\): State Comparison Chart](#) and [Prompt Payment Acts \(Public Projects\): State Comparison Chart](#).

3. If your state does not have a prompt payment act, what is the custom and practice regarding:

- Timing of payments by owners to prime contractors?
- Timing of payment by prime contractors to subcontractors?
- Payment of interest on late payments?
- A contractor's right to stop work for failure to receive payment?

Connecticut has a prompt payment act that sets out the requirements for payments and interest on both public and private construction projects (see Questions 1 and 2).

4. If your state does not regulate the timing of payments to subcontractors, are there any statutory or common law restrictions on the flow down of payments to subcontractors, such as prohibiting "pay-if-paid" or "pay-when-paid" clauses?

Connecticut has a prompt payment act that regulates the timing of payments to subcontractors for public and private construction projects (see Questions 1 and 2).

The Connecticut Supreme Court has not determined whether pay-if-paid or pay-when-paid clauses are enforceable (see *Blakeslee Arpaia Chapman, Inc. v. El Constructors, Inc.*, 687 A.2d 506, 515 (Conn. 1997)).

However, at least two Connecticut appellate courts have upheld pay-if-paid provisions (see *Elec. Contractors, Inc. v. 50 Morgan Hosp. Grp., LLC*, 273 A.3d 726 (Conn. App. Ct. 2022); *Suntech of Conn., Inc. v. Lawrence Brunoli, Inc.*, 72 A.3d 1113 (Conn. App. Ct. 2013)).

5. Does your state have a statute related to withholding retainage on a publicly owned or financed construction project? If so, does the statute:

- Regulate the amount of retainage that can be withheld from a contractor or subcontractor?
- Require a partial release of or reduction in retainage at any point during the project?
- Govern when and how final retainage must be released?
- Impose any penalties for failure to comply with the statute?

Section 49-41b of the Connecticut General Statutes regulates the withholding of retainage on publicly owned or financed construction projects.

Amount of Retainage

Under Connecticut law, when the general contractor must furnish a performance bond for the full amount of the contract price, the state departments and agencies may withhold retainage as follows:

- The [Department of Administrative Services](#) or any other state agency may not withhold more than 7.5% from any periodic or final payment due under the contract. When 50% of the project is complete, retainage must be reduced to 5%.
- The [Department of Transportation](#) may not withhold more than 2.5% of any periodic or final payment due under the contract.
- Municipalities may not withhold more than 5% of any periodic or final payment due under the contract.

(Conn. Gen. Stat. Ann. § 49-41b.)

Contractors and subcontractors are subject to the same retainage limits as the state departments and agencies they contract with (Conn. Gen. Stat. Ann. § 49-41b).

Partial Release of Retainage

For the Department of Administrative Services or any other state agency, early release of partial retainage must be paid no later than 90 days after submission of a complete payment application demonstrating 50% contract completion (Conn. Gen. Stat. Ann. § 49-41b(1)).

The awarding authority must also establish an early release program relating to periodic payments by contractors to subcontractors (Conn. Gen. Stat. Ann. § 49-41b(1)).

Final Release of Retainage

Generally, a state department or agency must make final payment, including all retainage, within 45 days after receiving the later of:

- A properly completed claim.
- Goods and services.

(Conn. Gen. Stat. Ann. § 4a-71(b); see Question 1.)

For Department of Transportation highway or road construction, reconstruction, or maintenance contracts, payment must be made not later than 60 days after completion and acceptance (Conn. Gen. Stat. Ann. § 13a-96).

Penalties

The statute does not specifically address the obligation to pay interest on late payments of retainage. However, interest may accrue on the amount due if final payment is delayed (Conn. Gen. Stat. Ann. §§ 4a-71(a), 13a-96, and 49-41a(c); see Question 1: Penalties for Failure to Comply).

6. Does your state have a statute related to withholding retainage on a privately owned or financed construction project? If so, does the statute:

- Regulate the amount of retainage that can be withheld from a contractor or subcontractor?
- Require a partial release of or reduction in retainage at any point during the project?
- Govern when and how final retainage must be released?
- Impose any penalties for failure to comply with the statute?

Sections 42-158j, 42-158k, and 42-158p of the Connecticut General Statutes regulate the withholding of retainage of privately owned or financed construction projects.

Amount of Retainage

Retainage on progress payments is capped at 5% for private projects (Conn. Gen. Stat. Ann. §§ 42-158i(2) and 42-158k).

This limitation does not apply to contracts:

- Funded or insured by the US Department of Housing and Urban Development.
- For an amount of \$25,000 or less.
- For buildings intended for residential occupancy containing four or fewer units.

(Conn. Gen. Stat. Ann. § 42-158i(2).)

Partial Release of Retainage

Connecticut law does not address any partial release or reduction in retainage on private projects.

Owners on private projects must establish retainage escrow accounts in banks in Connecticut and provide monthly reports to the contractor on the value of the retainage being held and any additions to or payments from the account. A contractor must make the monthly reports available for review by any subcontractor on request. (Conn. Gen. Stat. Ann. § 42-158p(a), (b).) The owner must pay all fees and expenses related to maintaining the escrow account (Conn. Gen. Stat. Ann. § 42-158p(e)).

Final Release of Retainage

Owners on private projects must establish retainage escrow accounts (Conn. Gen. Stat. Ann. § 42-158p(a); see Partial Release of Retainage). The owner must pay all retainage not later than 30 days after:

- The issuance of a certificate of final completion by the owner or the owner's authorized representative.
- The equivalent written acceptance of the construction project work by the owner.

(Conn. Gen. Stat. Ann. § 42-158k.)

The retainage escrow account must be terminated on substantial or final completion of all work in accordance with the terms of the contract and full payment to the contractor (Conn. Gen. Stat. Ann. § 42-158p(d)).

Penalties

An owner that fails to deposit retainage that is withheld or fails to release retainage must pay an additional 1.5% of the amount not deposited or released for each month or fraction of a month until the retainage amount is paid in full (Conn. Gen. Stat. Ann. § 42-158p(g)).

7. If your state does not regulate retainage on privately owned construction projects, what is the custom and practice regarding:

- The amount of retainage withheld from each payment requisition? Does it differ for labor or material?
- Partial or early release of retainage upon achieving any project milestone or for early completion subcontractors?
- Requirements for the final release of retainage, including hold backs for incomplete work or disputed amounts?

Connecticut regulates retainage on privately owned construction projects (see Question 6).

Project Delivery Systems and Contract Forms

8. What forms of project delivery systems are most commonly used in your state? Do they differ by the nature of the construction project?

The following forms of project delivery systems are commonly used in Connecticut:

- Design-Bid-Build.
- Construction Manager as Advisor.
- Construction Manager at Risk, including both:
 - construction manager on cost-plus-fee basis with a guaranteed maximum price (GMP); and
 - construction manager on a lump sum basis.

For more information on project delivery systems, see [Practice Note, Selecting the Right Private Project Delivery System](#).

9. Does your state have any statutes specifically related to design-build or construction management? If so, do they apply to:

- Publicly owned or financed construction projects?
- Privately owned or financed construction projects?

Public Projects

Connecticut's statutes that specifically relate to public design-build or construction management projects include:

- Section 13a-95b of the Connecticut General Statutes, which permits the commissioner of the [Department of Transportation](#) to designate specific projects to be completed using either:
 - a construction-manager-at-risk contract with a guaranteed maximum price; or
 - a design-build contract.
- Section 10a-109n of the Connecticut General Statutes, which authorizes the University of Connecticut to enter into design-build agreements.

Private Projects

Connecticut does not have any statutes governing private design-build or construction management projects. The parties are generally free to contract and allocate risk.

10. Are industry standard forms of documents customarily used in private construction projects? If so:

- Do they vary by delivery system or type of project?
- Which forms are most widely used?

Depending on the dollar value, nature, and complexity of the project, parties in Connecticut may use an industry standard form of agreement that is modified to reflect the specific terms of the transaction or a manuscript agreement drafted specifically for that transaction. Usually, custom manuscript contract forms are developed for individual projects.

However, the forms provided by the [America Institute of Architects](#) (AIA) are commonly used in private

construction. Forms authored by [ConsensusDocs](#) are also occasionally used.

For more information on industry form agreements, see [Practice Note, Standard Construction Industry Documents: Overview](#).

11. What terms are customarily most heavily negotiated in construction contracts? Do they vary by delivery system or type of project?

The most commonly negotiated terms in Connecticut construction contracts are:

- No-damages-for-delay clauses (see Question 24).
- Pay-if-paid clauses (see Question 4).
- Indemnification clauses.

Licensing

12. Does your state license construction professionals? If so:

- Which construction professionals are licensed (general contractors, specialty contractors, construction managers, design professionals)?
- Which departments oversee the licensing and regulation of these construction professionals?

Connecticut requires the following construction professionals to be licensed to practice:

- Architects (Conn. Gen. Stat. Ann. §§ 20-288 to 20-298c; see Architects).
- Engineers and land surveyors (Conn. Gen. Stat. Ann. §§ 20-299 to 20-310; see Engineers and Land Surveyors).
- Interior designers (Conn. Gen. Stat. Ann. §§ 20-377k to 20-377v; see Interior Designers).
- Landscape architects (Conn. Gen. Stat. Ann. §§ 20-367 to 20-376; see Landscape Architects).

Other construction trades in Connecticut that require a license or certification include:

- Major contractors (Conn. Gen. Stat. Ann. § 20-341gg).
- Mechanical contractors (Conn. Gen. Stat. Ann. §§ 20-341s to 20-341bb).

- New home construction contractors (Conn. Gen. Stat. Ann. §§ 20-417a to 20-417j).
- Home improvement contractors (Conn. Gen. Stat. Ann. § 20-418 to 20-433).
- Electrical, mechanical, and elevator contractors (Conn. Gen. Stat. Ann. §§ 20-330 to 20-341).
- Asbestos contractors (Conn. Gen. Stat. Ann. §§ 20-435 and 20-439 to 20-442a).
- Lead contractors (Conn. Gen. Stat. Ann. §§ 20-474 to 20-482).
- Well drilling contractors (Conn. Gen. Stat. Ann. § 25-129).
- Demolition contractors (Conn. Gen. Stat. Ann. §§ 29-401 to 29-415).
- Subsurface sewage disposal system installers and cleaners (Conn. Gen. Stat. Ann. §§ 20-341a to 20-341m).
- Environmental professionals (Conn. Gen. Stat. Ann. § 22a-133v).
- Crane operators (Conn. Gen. Stat. Ann. §§ 29-221 to 29-225).

Architects

A license must be obtained to practice architecture, which includes rendering or offering professional services in connection with the designing or contract administration of building construction in Connecticut. Professional architectural services include:

- Consultation.
- Investigation.
- Evaluation.
- Preliminary studies.
- Plans, specification, and coordination of structural factors concerning the aesthetic or structural design.
- Contract administration of building construction.

(Conn. Gen. Stat. Ann. § 20-288(3).)

The [Architectural Licensing Board](#) in the [Connecticut Department of Consumer Protection](#) is responsible for the licensure and regulation of architects in Connecticut. The board consists of five members who are appointed by the governor of Connecticut. (Conn. Gen. Stat. Ann. § 20-289.)

Engineers and Land Surveyors

A license must be obtained to practice engineering or land surveying in Connecticut (Conn. Gen. Stat. Ann. § 20-302).

The practice of engineering includes rendering or offering to render services in connection with any public or privately-owned structures, buildings, machines, equipment, processes, works, or projects in which the public welfare or the safeguarding of life, public health, or property is concerned or involved. Professional engineering services include:

- Consultation.
- Investigation.
- Evaluation.
- Planning.
- Design.
- Responsible supervision of construction.

(Conn. Gen. Stat. Ann. § 20-299(1).)

The practice of land surveying includes but is not limited to:

- Measuring, evaluating, or mapping elevations, topography, planimetric features, or land areas of any portion of the earth's surface.
- Determining positions of points concerning appropriate horizontal or vertical datums to establish control networks for topographic, planimetric, or cadastral mapping.
- Measuring, evaluating, mapping, monumenting, or otherwise marking on the ground property boundary lines, interior lot lines of subdivisions, easements, rights-of-way, or street lines.
- Measuring, evaluating, mapping, or marking on the ground the horizontal and vertical locations of existing or proposed buildings, structures, or other improvements.
- Evaluating or designing the horizontal or vertical alignment of roads in conjunction with the layout and mapping of a subdivision.

(Conn. Gen. Stat. Ann. § 20-299(2).)

The [State Board of Examiners for Professional Engineers and Land Surveyors](#) in the Connecticut Department of Consumer Protection is responsible for the licensure and regulation of engineers and land surveyors in Connecticut. The board consists of

12 people appointed by the governor of Connecticut. (Conn. Gen. Stat. Ann. § 20-300.)

Interior Designers

A license must be obtained to use the title “registered interior designer,” which includes:

- Identifying, researching, and creatively solving problems relating to the function and quality of the interior environment.
- Performing services relative to interior spaces, including programming, design analysis, space planning, and aesthetics, using specialized knowledge of non-load-bearing interior construction, building systems and components, building codes, equipment, materials, and furnishings.
- Preparing plans and specifications for non-load-bearing interior construction, materials, finishes, space planning, reflected ceiling plans, furnishings, fixtures, and equipment relative to the design of interior spaces to enhance and protect the health, safety, and welfare of the public.

(Conn. Gen. Stat. Ann. §§ 20-377k and 20-377l.)

The [Connecticut Department of Consumer Protection](#) is responsible for the licensure and regulation of interior designers in Connecticut (Conn. Gen. Stat. Ann. § 20-377k).

Landscape Architects

A license must be obtained to practice landscape architecture, which is rendering or offering to render the service of site planning, which may involve and encompass:

- The design or management of land.
- The arrangement of natural and artificial elements, including grading and incidental drainage, soil and erosion control, and planting plans.
- The determination and consideration of inherent problems of the land relating to natural and artificial forces with concern for resource conservation.
- Other services rendered by consultation, investigation, reconnaissance, research, planning, specification, design, or periodic observation.

(Conn. Gen. Stat. Ann. §§ 20-367(2) and 20-369.)

The practice of landscape architecture does not include the physical implementation of these services that are normally performed by builders, general

contractors, and subcontractors (Conn. Gen. Stat. Ann. §§ 20-367(2)).

The [State Board of Landscape Architects](#) in the Connecticut Department of Consumer Protection is responsible for the licensure and regulation of landscape architects in Connecticut. The board consists of seven members who are appointed by the governor of Connecticut (Conn. Gen. Stat. Ann. § 20-368(b)).

13. What are the licensing requirements for each licensed construction professional in Question 12? Are there any continuing education requirements for those licensed construction professionals?

Architects

Licensing Requirements

To obtain a license as an architect in Connecticut, an individual must:

- Hold a [National Architectural Accrediting Board](#) accredited degree or satisfy the [National Council of Architectural Registration Board's](#) (NCARB) education requirements.
- Satisfy the NCARB's Intern Development Program training requirements.
- File an [application](#).
- Pass an examination. Instead of taking the examination, an individual may submit to the [Architectural Licensing Board](#):
 - a certificate of registration issued by the NCARB; or
 - evidence that the individual is registered in a state having registration requirements substantially equal to Connecticut's licensure requirements, and that the architect has been practicing in the other state for at least ten years.

(Conn. Gen. Stat. Ann. § 20-291; Conn. Agencies Regs. § 20-289-3a.)

The initial license fee for an architect's license is [\\$190.00](#).

An architect's license must be [renewed](#) every year. The fee to renew is \$190. (Conn. Gen. Stat. Ann. §§ 20-292(a) and 33-182; Conn. Agencies Regs. § 20-289-6a.)

Continuing Education Requirements

A licensed architect must complete 12 hours of continuing education per year (Conn. Gen. Stat. Ann. § 20-292(e); Conn. Agencies Regs. § 20-289-6a).

Engineers and Land Surveyors

Licensing Requirements

To obtain a license to practice as an engineer, an individual must:

- Either:
 - graduate from an approved course in engineering in a school or college approved by the board; or
 - submit evidence of six years or more of experience in engineering work that indicates knowledge, skill, and education approximating that attained through graduation from an approved course in engineering.
- Have a specific record of at least four years of active practice in engineering work.
- Either:
 - pass an examination; or
 - submit evidence of a specific record of 20 years or more of lawful practice in engineering work that indicates that the individual is competent to be in responsible charge of engineering work.

Part of the examination may be waived for an individual having completed an approved course in engineering and has at least eight years of engineering experience.

- File an [application](#).

(Conn. Gen. Stat. Ann. §§ 20-302(f) and 20-305.)

To obtain a license to practice as a land surveyor, an individual must:

- Either:
 - graduate from an approved school or college, including the completion of an approved course in surveying; or
 - submit evidence of six years or more of experience in surveying work that indicates knowledge, skill, and education approximating that attained through completion of an approved course in surveying.
- Have a specific record of at least three years of active practice in land surveying.

- Either:
 - pass an examination; or
 - submit evidence of a specific record of 16 years or more of lawful practice in surveying work, at least ten of which is in land surveying.
- File an [application](#).

(Conn. Gen. Stat. Ann. §§ 20-302(3) and 20-305.)

The initial license fee for a professional engineer license, a land surveyor license, or a combined professional engineer and land surveyor license is \$220 (Conn. Gen. Stat. Ann. § 20-305).

Engineer and land surveyor licenses must be [renewed](#) every year. The fee to renew is \$285. (Conn. Gen. Stat. Ann. §§ 20-306(a)(1) and 33-182l.)

Continuing Education Requirements

There are no continuing education requirements for engineers or land surveyors in Connecticut.

Interior Designers

Licensing Requirements

To obtain a certificate of registration as an interior designer, an individual must:

- File an [application](#).
- Submit proof that the individual passed either:
 - the uniform national examination established by the [National Council for Interior Design Qualifications](#) (NCIDQ); or
 - any other examination with standards or requirements equal to or greater than those established by the NCIDQ.

(Conn. Gen. Stat. Ann. §§ 20-377m and 20-377n(a).)

An interior designer's license must be [renewed](#) every year. The fee to renew is \$190. However, if the interior designer is also licensed in Connecticut as an architect, they are not required to pay the renewal fee for their interior designer's license. (Conn. Gen. Stat. Ann. § 20-377s(d), (e).)

Continuing Education Requirements

A registered interior designer must complete a minimum of four hours of continuing education every three years. The continuing education must be in

areas related to the application of the State Building Code and the Fire Safety Code. (Conn. Gen. Stat. Ann. § 20-377s(f).)

Landscape Architects

Licensing Requirements

To obtain a license as a landscape architect, an individual must:

- File an [application](#).
- Pass an examination. To qualify for the examination, an individual generally must:
 - complete a course of study in and graduate from a college or school of landscape architecture accredited by the [Landscape Architectural Accreditation Board](#); and
 - submit evidence of a minimum of two years' practical experience under the direct supervision of a licensed landscape architect.

(Conn. Gen. Stat. Ann. § 20-370.)

The initial license fee for landscape architect is \$280 (Conn. Gen. Stat. Ann. § 20-374(a)(2)).

A landscape architect's license must be [renewed](#) annually by July 31. The fee to renew is \$160. (Conn. Gen. Stat. Ann. §§ 20-374(a) and 33-182l.)

Continuing Education Requirements

To maintain a license, a landscape architect must complete at least 24 contact hours of continuing education activity in a two-year period, with completion due on or before July 31 of every even-numbered year (Conn. Agencies Regs. § 20-368-15a(b)).

14. What is the best way to confirm that a construction professional is duly licensed? Are there any consequences if a construction professional is not properly licensed?

License Confirmation

The [Connecticut Department of Consumer Protection](#) provides a [license search](#) and [license rosters](#) on its website.

Consequences of Violation

Any person, firm, or corporation engaging in business as one of the following licensed professionals without being duly authorized may be subject to civil, criminal, and administrative penalties:

- Architects (Conn. Gen. Stat. Ann. §§ 20-290 and 20-297).
- Engineers and land surveyors (Conn. Gen. Stat. Ann. §§ 20-302 and 20-310).
- Interior designers (Conn. Gen. Stat. Ann. §§ 20-377l and 20-377v).
- Landscape architects (Conn. Gen. Stat. Ann. §§ 20-369 and 20-375).
- Major contractors (Conn. Gen. Stat. Ann. § 20-341gg).
- Mechanical contractors (Conn. Gen. Stat. Ann. § 20-341y).
- New home construction contractors (Conn. Gen. Stat. Ann. §§ 20-417b and 20-417d to 417g).
- Home improvement contractors (Conn. Gen. Stat. Ann. § 20-427(c)).
- Electrical, mechanical, and elevator contractors (Conn. Gen. Stat. Ann. §§ 20-334 and 20-341).
- Asbestos contractors (Conn. Gen. Stat. Ann. § 20-435).
- Lead contractors (Conn. Gen. Stat. Ann. §§ 20-475 and 20-482).
- Well drilling contractors (Conn. Gen. Stat. Ann. §§ 25-129 and 25-135).
- Demolition contractors (Conn. Gen. Stat. Ann. §§ 29-402 and 29-414).
- Subsurface sewage disposal system installers and cleaners (Conn. Gen. Stat. Ann. §§ 20-341f and 20-341l).
- Environmental professionals (Conn. Gen. Stat. Ann. § 22a-133v).
- Crane operators (Conn. Gen. Stat. Ann. §§ 29-224 and 29-225).

Failure to obtain a license may also constitute an unfair trade practice in violation of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. Ann. §§ 42-110a to 42-110q) and may subject the violator to punitive damages and attorneys' fees.

Warranties

15. Does your state recognize any implied warranties related to construction projects, whether established by statute or case law?

Under Connecticut law, owners of construction projects owe the following implied warranties to contractors:

- The adequacy of the plans and specifications. A contractor satisfies its contractual duties where it performs its contract work in accordance with the plans and specifications, even if the method or performance does not produce a defect-free product (see *Gilbane Bldg. Co. v. Stamford Towers Ltd. P'ship*, 1996 WL 680077, at *15 (Conn. Super. Ct. Nov. 18, 1996)). For more information, see [Practice Note, Selecting the Right Private Project Delivery System: The Spearin Doctrine](#).
- The duty to reveal information obtained through superior knowledge.
- The duty not to hinder the contractor's performance.

(*S. New England Contracting Co. v. State*, 345 A.2d 550, 557-58 (Conn. 1974).)

For contracts related to the sale of goods, Connecticut's Uniform Commercial Code (UCC) recognizes implied warranties of:

- Merchantability (Conn. Gen. Stat. Ann. § 42a-2-314).
- Fitness for a particular purpose (Conn. Gen. Stat. Ann. § 42a-2-315).

16. What types of warranties are customarily included in construction contracts? What are the customary warranty periods?

Warranties vary by project and by sector of the industry. One-year warranties from the date of completion are common. For a discussion of common warranty provisions, see [Practice Note, Warranties in Construction Contracts: Contractor's Drafting Strategies](#).

17. Does your state have any statutes governing warranties for new residential construction? If so:

- What building structures and systems are warranted?
- When is each warranty in effect?
- Are there any restrictions on filing claims under the warranty?

Sections 47-116 to 47-121 of the Connecticut General Statutes govern warranties for new residential construction.

Building Structures and Systems

Connecticut General Statutes Sections 47-117 and 47-118 address express and implied warranties on improvements, which include:

- Any newly constructed single-family dwelling unit.
- Any conversion condominium unit being conveyed.
- Any fixture or structure which is part of either a newly constructed single-family unit or conversion condominium unit when constructed or converted.

(Conn. Gen. Stat. Ann. § 47-116.)

Express Warranties

Express warranties are created by:

- Any written affirmation of fact or promise that relates to the improvement and is made a part of the basis of the bargain.
- Any written description of the improvement, including plans and specifications that are made a part of the basis of the bargain.
- Any sample or model that is made a part of the basis of the bargain.

(Conn. Gen. Stat. Ann. § 47-117(a).)

A warranty is not created by a simple affirmation of the value of the improvement or statement purporting to be an opinion or commendation of the improvement. However, no formal words or specific intention to make a warranty is necessary to create an express warranty. (Conn. Gen. Stat. Ann. § 47-117(b).)

Express warranties may only be excluded or modified by a written instrument, signed by the purchaser, that sets out:

- The warranty to be excluded or modified.
- The purchaser's consent to the exclusion or modification.
- The terms of the new agreement.

(Conn. Gen. Stat. Ann. § 47-117(c).)

Implied Warranties

In a sale of an improvement, warranties are generally implied that the improvement is:

- Free from faulty materials.
- Constructed:
 - according to sound engineering standards; and
 - in a workmanlike manner.
- Fit for habitation when completed, or when the deed is delivered if the deed is for a completed improvement.

(Conn. Gen. Stat. Ann. § 47-118(a).)

In addition, if the buyer, expressly or impliedly, makes the seller aware of the improvement's particular purpose, and it appears that the buyer relies on the seller's skill and judgment, there is also an implied warranty that the improvement is reasonably fit for that purpose. (Conn. Gen. Stat. Ann. § 47-118(c)).

Implied warranties do not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed (Conn. Gen. Stat. Ann. § 47-118(b)).

Implied warranties may only be excluded or modified by a written instrument, signed by the purchaser, that sets out:

- The warranty to be excluded or modified.
- The purchaser's consent to the exclusion or modification.
- The terms of the new agreement.

(Conn. Gen. Stat. Ann. § 47-118(d).)

Time Period

Express and implied warranties terminate:

- In the case of an improvement completed when the deed is delivered to the purchaser, the earlier of one year after either:
 - the delivery of the deed; or
 - the purchaser takes possession of the property.
- In the case of an improvement not completed when the deed is delivered to the purchaser, the earlier of one year after either:
 - the date of completion; or
 - the purchaser takes possession of the property.

(Conn. Gen. Stat. Ann. §§ 47-117(d) and 47-118(e).)

Restrictions

Connecticut law does not specify any restrictions on filing claims under the warranties.

For more information on statutory residential construction warranties, see Quick Compare Chart, Statutory Residential Construction Warranties - Select States.

Payment and Performance Bonds

18. Does your state have a "Little Miller Act" requiring contractors to provide security in connection with performing public improvement contracts? If so:

- What are the minimum requirements to trigger the law?
- What types of security can be posted?
- Where is the security posted?

Connecticut has a Little Miller Act, which is codified in Conn. Gen. Stat. Ann. §§ 49-41 to 49-43.

Minimum Requirements

A contractor must post a payment bond in the full amount of a contract that:

- Is for the construction, alteration, or repair of any public building or public work of the state or a municipality.
- Exceeds \$100,000.

(Conn. Gen. Stat. Ann. § 49-41(a).)

An awarding authority may require a performance bond for:

- A general bid on a contract of \$25,000 or more.
- A sub-bid on a contract of \$50,000 or more.

(Conn. Gen. Stat. Ann. § 49-41(b).)

A political subdivision that fails to require a contractor to post the payment bond may be sued by unpaid subcontractors for payment in the same way that unpaid subcontractors may bring suit against a payment bond surety (Conn. Gen. Stat. Ann. § 49-41(d); see Question 19).

Security

A contract for the construction, alteration, or repair of any public building or public work that requires a bond may not include a provision that requires a person to obtain the bond from a specific surety, agent, broker, or producer (Conn. Gen. Stat. Ann. § 49-41(c)).

19. What is the mechanism for making a claim or filing a lawsuit against the security? Specifically:

- Are there any statutory notices for making claims against the security?
- What is the statute of limitations for making a claim against the security? For filing a lawsuit?
- Are there any other requirements associated with collection of funds against the security?

Statutory Notices

In Connecticut, a subcontractor may assert a payment bond claim if:

- A requisition to the owner that includes the subcontractor's work or materials remains unpaid 60 days after the owner pays the contractor.
- The subcontractor's work or materials is not included on a requisition to the owner that remains unpaid 60 days after:
 - the work was performed; or
 - the materials were supplied.

(Conn. Gen. Stat. Ann. § 49-42(a)(1).)

A subcontractor may assert a payment bond claim by serving through registered or certified mail:

- Written notice of claim on the surety that issued the bond.
- A copy of the notice to the contractor named as principal in the bond.

(Conn. Gen. Stat. Ann. § 49-42(a)(1).)

For the payment of retainage, as defined in Conn. Gen. Stat. Ann. § 42-158i, a payment bond notice must be served no later than 180 days after the date when the owner released the retainage (Conn. Gen. Stat. Ann. § 49-42(a)(1)).

The notice of claim must:

- State with substantial accuracy the amount claimed and the name of the party:
 - for whom the work was performed; or
 - to whom the materials were supplied.
- Provide a detailed description of the bonded project for which the work or materials were provided.

(Conn. Gen. Stat. Ann. § 49-42(a)(1).)

Statute of Limitations

A subcontractor must assert a payment bond claim within 180 days after the last date it provided any materials or work to the project (Conn. Gen. Stat. Ann. § 49-42(a)(1)).

If the surety denies liability on the claim or does not respond to the claim within 90 days, the claimant may bring an action on the payment bond in the Superior Court (Conn. Gen. Stat. Ann. § 49-42(a)(2)).

A claimant must bring suit on the bond no later than one year after the last date that the claimant supplied materials or performed work. However, a suit solely seeking payment of retainage must be commenced no later than one year after the owner released the retainage to the contractor. (Conn. Gen. Stat. Ann. § 49-42(b).)

Additional Requirements

There are no additional statutory requirements.

20. Do private owners generally require payment or performance bonds or other types of security? Does the security vary by project type or dollar value of the construction? What types of security can be posted?

In Connecticut, owners on private projects often require the posting of payment and performance bonds. A private owner is more likely to require bonds as a project's size and complexity increases. The Little Miller Act does not govern bonds on private projects and must be interpreted by courts in the same way contracts are interpreted.

Litigation Concerns

21. What are the applicable statutes of limitations for filing a lawsuit or commencing arbitration in connection with a construction project for:

- Breach of contract?
- Breach of warranty?
- Negligence resulting in bodily injury or property damage?
- Professional malpractice by a design professional?
- Latent defects in design or construction?

The following statutes of limitations apply to claims in Connecticut:

- **Breach of contract.** The statute of limitations is six years for written contracts (Conn. Gen. Stat. Ann. § 52-576(a)).
- **Breach of warranty.** The statute of limitations is four years for a warranty claim arising from the breach of contract for sale of goods (Conn. Gen. Stat. Ann. § 42a-2-725(1)).
- **Negligence.** The statute of limitations is two years from the date the injury is sustained or discovered, or when it should be discovered with reasonable care. However, a three-year statute of repose also applies to negligence claims. (Conn. Gen. Stat. Ann. § 52-584; see Question 23.)
- **Professional malpractice by a design professional.** Malpractice by a design professional is covered by Connecticut's seven-year statute of repose (Conn. Gen. Stat. Ann. § 52-584a(a); see Question 23).

Connecticut does not have a separate statute of limitations for actions based on latent defects in design or construction. However, if the defendant is an architect, professional engineer, or land surveyor, the claim is subject to Connecticut's seven-year statute of repose (Conn. Gen. Stat. Ann. § 52-584a; see Question 23).

22. Are there any special requirements for filing a construction-related lawsuit? For example:

- Is an affidavit of merit required for filing a professional malpractice claim against a design professional?
- Must a party required to be licensed allege or attach proof of licensure?
- Are there any special requirements for lawsuits alleging damages resulting from latent design or construction defects?

Affidavit of Merit

No affidavit of merit is needed for filing a professional malpractice claim against a design professional in Connecticut.

Proof of Licensure

Home improvement contractors must allege that they are properly licensed to assert a cause of action (*MacMillan v. Higgins*, 822 A.2d 246, 252 (Conn. App. Ct. 2003) (citing *Liljedahl Bros., Inc. v. Grigsby*, 576 A.2d 149 (Conn. 1990))).

Special Requirements

There are no special requirements for lawsuits alleging latent design or construction defects.

23. Does your state have a statute of repose? If so:

- What is the applicable period of limitations?
- What types of claims fall under the statute?
- Are there any special notice requirements or conditions precedent to filing a lawsuit?

Period of Repose

Negligence

Connecticut imposes a three-year statute of repose on all negligence actions (Conn. Gen. Stat. Ann. § 52-584; see *State v. Lombardo Bros. Mason Contractors, Inc.*, 54 A.3d 1005 (Conn. 2012)).

Design Professionals

A claimant generally must bring suit against any architect, professional engineer, or land surveyor no later than seven years after substantial completion of an improvement to real property (Conn. Gen. Stat. Ann. § 52-584a(a)).

An improvement is substantially complete at the earlier of when it is first:

- Used by the owner or tenant.
- Available for use after being completed in accordance with the contract or agreement covering the improvement.

(Conn. Gen. Stat. Ann. § 52-584a(c).)

If an injury to a person or property or wrongful death occurs in the seventh year after substantial completion of the improvement, an action to recover damages may be brought within one year after the injury occurred, regardless of the date of death, but no more than eight years after the improvement is substantially completed (Conn. Gen. Stat. Ann. § 52-584a(b)).

Types of Claims Allowed

Negligence

Connecticut's three-year statute of repose applies to all actions to recover damages for injury to a person or to real or personal property caused by:

- Negligence.
- Reckless or wanton misconduct.
- Malpractice by certain health professionals.

(Conn. Gen. Stat. Ann. § 52-584.)

Design Professionals

Connecticut's seven-year statute of repose applies to all actions and arbitration against an architect, professional engineer, or land surveyor:

- To recover damages:
 - for any deficiency in the design, planning, contract administration, supervision, observation of construction, or construction of, or land surveying in connection with, an improvement to real property;
 - for injury to property, real or personal, arising out of the deficiency; and

- for injury to the person or for wrongful death arising out of the deficiency.

- For contribution or indemnity brought as a result of a claim for damages.

(Conn. Gen. Stat. Ann. § 52-584a(a).)

Notice or Conditions Precedent

There are no special notice requirements or conditions precedent to filing a lawsuit.

24. Are the following contractual provisions enforceable in your state:

- Liquidated damages?
- Limitations on liability?
- No-damages-for-delay clause?
- Choice of law or forum?

Liquidated Damages

A liquidated damages clause is enforceable under Connecticut law if:

- It is not a penalty.
- The damages expected as a result of the breach of contract are uncertain in amount or difficult to prove.
- The parties intended to liquidate damages in advance.
- The amount stipulated is reasonable.

(*Norwalk Door Closer Co. v. Eagle Lock & Screw Co.*, 220 A.2d 263, 266-67 (Conn. 1966); *Berger v. Shanahan*, 118 A.2d 311, 314-15 (Conn. 1955).)

A party may not retain a stipulated sum as liquidated damages and also recover actual damages (*Camp v. Cohn*, 201 A.2d 187, 189 (Conn. 1964)).

Limitations of Liability

Exculpatory clauses are enforceable in Connecticut, subject to certain exceptions (see *C & H Elec., Inc. v. Town of Bethel*, 96 A.3d 477, 484-85 (Conn. 2014) (citing *White Oak Corp. v. Dep't of Transp.*, 585 A.2d 1199, 1203 (Conn. 1991))).

Any provision that seeks to indemnify or hold harmless a party for a liability arising out of bodily

injury to persons or damage to property that is caused by the indemnitee's or its agents' or employees' negligence is against public policy and void (Conn. Gen. Stat. Ann. § 52-572k(a)).

For more information, see [Construction Anti-Indemnity Statutes: State Comparison Chart](#).

No-Damages-for-Delay Clause

No-damages-for-delay clauses are generally enforceable in Connecticut. However, a no-damages-for-delay clause is unenforceable under any one of the following circumstances:

- Delays caused by the protected party's bad faith or its willful, malicious, or grossly negligent conduct.
- Uncontemplated delays.
- Delays so unreasonable that they constitute an intentional abandonment of the contract by the owner.
- Delays resulting from the owner's breach of a fundamental obligation of the contract.

(*C & H Elec., Inc.*, 96 A.3d at 485 (Conn. 2014) (citing *White Oak Corp. v. Dep't of Transp.*, 585 A.2d 1199, 1203 (Conn. 1991)).)

Choice of Law or Forum

A provision in a private construction contract to perform work on a construction site in Connecticut that purports to require that any dispute arising under the contract be mediated, arbitrated, or otherwise adjudicated in or under the laws of a state other than Connecticut is void (Conn. Gen. Stat. Ann. § 42-158m). This restriction does not apply to contracts:

- For any public works or other building contracts entered into with Connecticut, the US, or any other state, or any municipality or political subdivision of any state.
- Funded or insured by the US Department of Housing and Urban Development.
- For an amount of \$25,000 or less.
- For buildings intended for residential occupancy containing four units or fewer.

(Conn. Gen. Stat. Ann. § 42-158i(2).)

For more information, see [Choice of Law and Forum Selection in Construction Contracts: State Comparison Chart](#).

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