

GENERAL CONDITIONS OF THE AGREEMENT

GC - 1.00 CONTRACT DOCUMENTS

1.01 The work shall be accomplished in accordance with the Contract Documents which shall consist of the Advertisement to Bid, Instructions to Bidders, Bid Security, Proposal, Notice of Award, Notice to Proceed, Insurance policies and certificates, Performance Bond, Labor and Material Payment Bond, Construction Agreement, the General Conditions of the Agreement, Supplementary General Conditions, Drawings and Specifications, tests and engineering data, approved Change Orders, Contractor's Requests for Payment, Consultant's Certificates and all addenda issued by the Owner or Consultant prior to the awarding of the Contract. The soils report is specifically excluded from the Contract Documents.

GC - 2.00 DEFINITIONS

2.01 Words, phrases and other expressions used in these Contract Documents shall have meanings as follows:

2.02 "Contract" or "Contract Documents" shall include the items enumerated above under GC - 1.00
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2.03 "Owner" shall mean the El Paso County School District #49, named and designated as such in the Contract Documents acting through its duly authorized representative.

2.04 "Contractor" shall mean the corporation, company, partnership, firm, entity or individual named and designated as such in the Contract Documents which has entered directly into this Contract with the Owner for the performance of the work covered thereby, and any persons or entities acting on its behalf.

2.05 "Subcontractor" shall mean and refer to a corporation, partnership, entity or individual having a direct contract with the Contractor or another subcontractor for performing work and/or furnishing labor or material which is incorporated into the work at the request of the Contractor or other subcontractor.

2.06 "Consultant" shall mean the Consultants or engineers designated, appointed, or otherwise employed or delegated by the Owner, or its duly authorized representatives, acting within the scope of the particular duties entrusted to them in each case.

2.07 "Notice to Contractor" shall be deemed to have been duly served if made in writing and delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered or certified mail to the last known business address.

2.08 "The work" shall mean the equipment, supplies, materials, labor and services to be furnished under the Contract and the carrying out of all obligations imposed or required by the Contract Documents including but not limited to, all contractual close-out obligations and punch list items.

2.09 "The project" is the total construction designed by the Consultant of which the work performed under the Contract Documents may be the whole or a part.

2.10 All time limits stated in the Contract Documents are of the essence of the Contract.

2.11 The Contract shall be governed by the laws of the State of Colorado.

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2.12 The “date of final completion” and “finally completed” shall mean the date, as determined by the Owner and the Consultant after their inspection, when the entire Project is finished with the exception of the punch list items as identified by the Consultant. The date of final completion shall terminate the further assessment of liquidated damages.

2.13 The “date of acceptance” of a project is the date when construction and correction of the punch list items are certified by the Consultant to be totally complete in accordance with Contract Documents, as modified by any change orders agreed to by the parties, and when the Owner has fully accepted the project for the use for which it was intended. Such date will be set forth on a Letter of Acceptance issued by the Owner.

2.14 “Drawings” or “plans” shall mean all (a) drawings furnished by the Owner and/or Consultant as a basis for award of contract ; (b) supplementary drawings furnished by the Owner and/or Consultant to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings furnished by the Owner and/or Consultant to the Contractor during the progress of the work; and (d) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Consultant.

2.15 “Specifications” are written technical information concerning materials, components, systems and equipment as indicated on the drawings or plans and which state the quality, performance, characteristics and installations to be achieved by application of construction method.

2.16 As used in the Contract Documents, the words “she”, “his”, “him”, “her”, or similar words shall mean and include either gender and, where applicable in the context, shall refer to the Consultant/Contractor involved.

GC - 3.00 ORAL STATEMENTS

3.01 It is understood and agreed that the written terms and provisions of the Contract Documents shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of the Contract.

GC - 4.00 REFERENCE STANDARDS

4.01 Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of the Contract unless specifically stated otherwise.

GC - 5.00 ITEMS COVERED BY CONTRACT PRICE

5.01 Unless otherwise stipulated, the Contractor shall accept the compensation stated in the Construction Agreement as full payment for furnishing all the materials, transportation, apparatus, temporary structures, equipment, services, fuel, energy, light, water, labor, and tools, and all other things necessary for the complete and proper execution of the work contemplated by or reasonably implied from the Contract Documents, within the time limits indicated therein. Such amount shall include any loss or damage arising from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered; all risks of every description connected with the prosecution of the work; all expenses incurred in consequences of any suspension or discontinuance of the work; and all other amounts necessary for completing the work pursuant to the Contract Documents, within the time limits indicated therein.

GC - 6.00 EXECUTION, CORRELATION, INTENT AND INTERPRETATION

6.01 Execution. The Contract Documents shall be signed and delivered to the Owner in multiple counterparts prior to the Notice of Award. The Contractor shall submit to the Owner a minimum of two (2) dully executed original sets of the Construction Agreement; Performance Bond and Labor and Material Payment Bond with

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original Power of Attorney; and endorsements and certificates of required insurance coverage. The date of the Contract for purposes of these documents shall be the date of the Notice of Contract Award letter. The Owner will execute the Construction Agreement, assemble all copies and distribute the Contract Documents. The Contractor shall not commence the work until he receives the Notice of Award. The Contractor shall not commence the work at the Project site until he receives a Notice to Proceed.

6.02 Correlation. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

6.03 Intent. The intention of the Contract Documents is to include all labor and materials, tools, equipment, construction equipment, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

6.03.01 The organization of the specifications into divisions, sections and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

6.03.02 It is intended that even though work is not covered under any heading, division, section, article, branch, class, or trade of the specifications, it shall nevertheless be supplied if it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results.

6.03.03 The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the work will be constructed according to the complete design as determined by the Consultant.

6.04 Interpretation. Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written interpretations or instructions from the Consultant before proceeding with the work affected thereby. The Contractor shall secure written interpretations or instructions by submittal of a Request for Interpretation form to the Consultant. Verbal requests will not be acknowledged by the Consultant or the Owner. Additional costs incurred by the Owner as a result of unnecessary requests made by the Contractor, as determined by the Owner, shall be the responsibility of the Contractor. It is understood and agreed that the work shall be performed according to the true intent of the Contract Documents.

6.04.01 Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence of the construction documents is in the following sequence:

- a. Addenda to the drawings and specifications take precedence over the original construction documents.
- b. Should a conflict arise between the drawings and specifications, the specifications shall have precedence over the drawings.
- c. In the drawings, the precedence shall be drawings of larger scale over those of smaller scale and noted materials over graphic indications.
- d. Any work mentioned in the specifications and not shown in the drawings or shown in the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. Contractor shall examine the specifications and drawings and check all dimensions and notify Owner of any discrepancies between the specifications and drawings and any deficiencies, omissions or errors therein before any work is done.

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e. In the event of any conflict between or among the Contract Documents, it is understood that the Construction Agreement, General Conditions of the Agreement, and Supplementary General Conditions shall control.

GC - 7.00 DRAWINGS AND SPECIFICATIONS

7.01 Copies Furnished. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

7.02 Ownership of Drawings. All drawings, specifications and copies thereof furnished by the Consultant are the property of the Consultant and the Owner, whether the work for which they are made be executed or not and are not to be used on other work except by written agreement with the Consultant and the Owner.

7.03 Drawings and Specifications Available on the Site. The Contractor shall maintain at the site for the Owner and the Consultant one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, in good order and marked to record all changes made during construction. The Contractor shall also keep on the site all applicable standards, codes, manufacturers' or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction, shall be delivered to the Consultant.

7.04 Figured Dimensions to Govern. Dimensions and elevations shown on the drawings shall be accurately followed. No work shown on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Consultant.

7.05 Contractor to Check Drawings and Schedules. The Contractor shall check all dimensions, elevations, and quantities shown on the drawings and furnished to him by the Consultant, and shall notify the Consultant of any discrepancy between the drawings and the conditions on the ground, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which he may discover. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Consultant for consideration before proceeding with the work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full instructions will be furnished by the Consultant should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

7.06 Detail Drawings and Instructions. The Consultant shall furnish with reasonable promptness, as determined by the Owner, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity therewith, and the Contractor shall do no work without proper drawings and instructions.

7.07 Project Record Drawings. The Contractor shall maintain a Contract set of drawings at the site with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Contract set of specifications at the site, noting therein by appropriate section, the names, models and other distinguishing characteristics of the products actually incorporated into the work. This set of drawings and specifications shall be updated daily as the job progresses and shall be made available to the Owner and the Consultant for inspection at all times. Upon completion of the work and before final payment, this Project Record set of drawings and specifications and final drawings as approved by all authorities having jurisdiction for fire alarms and fire sprinkler systems shall be delivered to the Consultant.

GC - 8.00 SHOP DRAWINGS AND SAMPLES

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8.01 Shop Drawings. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the work.

8.01.01 See Section 01 33 00 Submittals for additional requirements

8.02 Samples. Samples are physical examples furnished by the Contractor to illustrate materials, finishes, equipment or workmanship, and to establish standards by which the work will be judged.

8.03 Subcontractor. The Contractor shall require each subcontractor to prepare, stamp with his approval and submit to the Contractor with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other subcontractor, all shop drawings and samples on all shop fabricated items and on all matters, required by the Contract Documents or subsequently by the Consultant as covered by modifications. Shop drawings and samples will properly identify specified items. At the time of submission, the subcontractor shall inform the Contractor and the Consultant in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC - 38.00 APPROVAL OF SUBSTITUTIONS.

8.03.01 The Contractor shall also require each subcontractor to prepare and transmit sufficient sets of prints of all shop drawings which are specially drawn for this project including detailed fabrication and erection drawings, setting drawings, diagrammatic drawings, material schedules, and samples to the Contractor to meet the project construction schedule and the subcontractors' contract schedule, or shall present, in writing, valid reasons for any delay.

8.03.02 All shop drawings for all equipment in a given system shall be submitted at one time, each complete set in a separate brochure. Complete maintenance/warranty data are to be submitted to the Contractor and Consultant for review and for submission to the Owner at the completion of the work and prior to final settlement.

8.03.03 Each sheet of shop drawings shall identify the project, subcontractor and fabricator or manufacturer, and the date of the drawings. All shop drawings shall be numbered in sequence and each sheet shall indicate the total number of sheets in the set.

8.03.04 The shop drawings shall indicate types, gauges and finish of all materials. Where a shop coat of paint is required, its brand name, manufacturer's identification number, and type shall be indicated. Sufficient data in each set of shop drawings shall be included to permit a detailed study of the system submitted and its conformance to the Contract Documents and design intent.

8.03.05 The Contractor will review, approve, stamp and then submit the prints and samples to the Consultant for approval. After review, the Consultant will then return copies to the Contractor with the Consultant's appropriate comments. Those returned for correction shall be correct and resubmitted. Upon receiving the approved sets from the Consultant, the Contractor will make requested sets of prints for distribution to appropriate subcontractors, fabricators, manufacturers, and suppliers who require them for coordination of their work.

8.04 Verification. By approving and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data, as shown on the drawings and specifications furnished by the Consultant, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

8.05 Consultant Review. The Consultant will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the

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information given in the Contract Documents. The Consultant's approval of a separate item shall not indicate approval of an assembly in which the item functions.

8.06 Corrections. The Contractor shall make any corrections required by the Consultant and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Consultant on previous submissions.

8.07 Contractor's Responsibility. The Consultant's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Consultant and the Owner in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation, nor shall the Consultant's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

8.08 Consultant Approval Required. No portion of the work requiring the submission of a shop drawing or sample shall be commenced until such submittal has been approved by the Consultant. All such portions of the work shall be in accordance with approved shop drawings and samples.

8.08.01 All material finishes and samples will be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish Color Schedule. No approvals of single items will be considered.

GC - 9.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

9.01 Contractor's Responsibility. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation and other facilities necessary for the proper execution and completion of the work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by him and the subcontractors for their work and shall install and maintain all such facilities in such manner as to protect the public and workers and conform with any applicable laws and regulations. If temporary heat and/or protection is required for the expeditious prosecution of the work and before the permanent heating apparatus is available for use, the temporary heating apparatus shall be installed and operated in such a manner that the finish work and/or construction will not be damaged thereby.

9.01.01 Contractor to provide connections and extensions of services as required for construction operations without requirement for metering or payment of use charges. Any modifications to the existing utilities to meet the Contractor's needs are not permitted without the written consent of the Owner. Should the demand for power during the course of construction exceed the designated source, the contractor shall provide for the additional power required at its own expense and by whatever means deemed expedient after written consent of the Owner. Upon Final Completion of the work, the Contractor shall remove all such temporary facilities from the project site.

9.02 Materials. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Samples shall be furnished, when specified, and the work shall be in accordance with those samples which have been approved.

9.02.01 The Contractor shall provide written verification to the Owner at Final Completion that all material used in the Project is free from asbestos containing material.

9.03 Facilities and Storage. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the work, in strict compliance with the requirements of all applicable codes, regulations, laws and ordinances. In no event may present toilet facilities of any existing building at the site of the work be used by employees of the Contractor or subcontractors.

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Upon Final Completion of the work, he shall remove all such temporary facilities from the site and disinfect the premises.

9.03.01 The Contractor, as required, shall provide and maintain on premises water-tight storage for building materials and tools which may be damaged by weather. These storage units shall further provide for protection against theft and damage of building materials and tools. Contractor shall confirm with Owner location on premises for storage units. Upon Final Completion of the work, the Contractor shall remove all such temporary storage units from the site.

GC - 10.00 EMPLOYEES

10.01 Qualifications. The Contractor and his subcontractors shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any person considered by the Consultant or the Owner to be unfit or not skilled in the work assigned to him. The Contractor shall also keep his employees and those of his subcontractor from socializing upon the site of the work after normal work hours.

10.01.01 The unlawful manufacture, distribution, dispensing, possession or use of alcohol, controlled substances, and illicit drugs is prohibited on or adjacent to the Project site and on any of the Owner's property at all times. Illicit drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamine and other stimulants, depressants, hallucinogenic substances, and marijuana.

10.02 Equal Employment. During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability or age. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, disability or age.

10.03 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees while working on, for, or on behalf of the Project. The Contractor shall further be responsible for the acts and omissions of all subcontractors, their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein while working on, for, or on behalf of the Project.

10.04 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract, or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

10.04.01 The Contractor has verified or attempted to verify through participation in the E-Verify" that the Contractor does not employ any illegal aliens. The Contractor shall enroll in the Basic Pilot Program through E-Verify (www.uscis.gov/e-verify).

10.04.02 If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

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a. Notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.04.03 The Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. §8-17.5-102(5).

10.04.04 If the Contractor violates the provisions of this section GC – 10.04, the Owner may terminate the Contract for breach and the Contractor shall be liable for actual and consequential damages.

GC - 11.00 ROYALTIES AND PATENTS

11.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof. If the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Consultant.

GC - 12.00 SURVEYS, PERMITS, LAWS, REGULATIONS, AND TAXES

12.01 Surveys. As provided by the Owner, the Contractor shall obtain from the Consultant a copy of all surveys describing property lines, elevation bench marks, physical characteristics, and utility locations.

12.02 Construction Permits and Licenses. All permits, including building permit, electrical, mechanical, governmental fees, and licenses necessary for the proper execution and completion of the work shall be secured and paid for by the Contractor. Contractor shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon presentation to the Owner of receipts for these expenses if they are not included in scope. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall secure such permit from proper governmental agency if requested by the Owner, in which case the cost of any such fee shall be verified and paid by the Owner. The Owner will negotiate and provide for all electrical, gas, water and sewer mains for Contractor's connections. The Contractor is to arrange with the utility company for actual connection, make necessary connections and pay for all inspection fees and permits in connection therewith as required by any governmental agency. Contractor shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon presentation to the Owner of receipts for these expenses. In addition, the Contractor will furnish any material or items as required to complete all connections. The Contractor shall call for all inspections required by the State Building inspection authority and any other agencies having jurisdiction over the work.

12.02.01 Right-of-way, grading, electrical and mechanical permits shall be taken out and paid for by the General Contractor or respective subcontractor as required by the governing public agency. The General Contractor shall call and pay for all inspections required by the State Building inspection authority, El Paso County, the Metro District, the Fire District or public agencies as required. Contractor shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon presentation to the Owner of receipts for these expenses if not in agreed scope of work.

12.03 Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Consultant in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor

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performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Consultant, he shall bear all costs arising therefrom and to correct same.

12.04 Taxes. The Owner is exempt from paying any State sales or use taxes on any materials, supplies or other equipment used or installed in the work. To effectuate this exemption, the Contractor shall obtain a Certificate of Exemption from the Colorado Department of Revenue and file copies with the Owner before making any purchases or commencing work. No amounts paid to the Contractor pursuant to this Agreement shall include reimbursement for such taxes.

GC - 13.00 BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

13.01 Benchmarks. The Contractor shall properly stake out the work and provide and rigidly set benchmarks as necessary for the proper performance of the work. The Contractor shall remain responsible for their maintenance and their accuracy. A permanent benchmark, approved as to location and type by the Consultant, from which all grades are to be taken, shall be established near the site of the work by the Contractor. From this benchmark the Contractor shall ascertain all grades and levels to the building as needed. The Contract Documents shall include all necessary information to establish the benchmark.

13.02 Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

13.03 Measurements. Before ordering any material or doing any work, the Contractor shall verify all measurements at the project and shall be responsible for correctness of same. No extra charge or compensation shall be allowed because of difference between actual dimensions and the measurements indicated on the Drawings.

13.03.01 Any difference which may be found shall be submitted to the Owner for consideration before proceeding with the work. The Consultant and Owner will not be responsible for the scaling of Drawings.

13.04 See Section 01 71 00 Field Engineering for additional requirements.

GC - 14.00 PROTECTION OF WORK AND PROPERTY

14.01 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to all employees on the project and all other persons who may be affected thereby; all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of this subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

14.02 The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Administration (OSHA) and all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain all necessary safeguards for the safety and protection of workers, owners and users of adjacent facilities, and the public and shall post danger signs and other warnings against hazards created by such features of construction as protruding nails, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations and falling materials; and shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Consultant.

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14.03 The Contractor shall be liable for and shall promptly repair, remedy, indemnify and pay for all damage or loss to any person or property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss proximately caused by faulty drawings or specifications or to the acts or omissions of the Owner or Consultant and not attributable to any fault of negligence of the Contractor.

14.04 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Consultant or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement. Notification of and report of such emergencies shall be made immediately to the Owner and Consultant.

GC - 15.00 ACCESS TO WORK

15.01 Access. The Consultant, the Owner and their representatives shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access so that the Consultant may perform his functions under the Contract Documents.

15.01.01 The Contractor shall at all times provide the Consultant the complete opportunity and facilities for the inspection of the work done by the Contractor and also for the inspection of materials and equipment during the course of fabrication. The Contractor shall comply with inspection procedures and requirements established by the Consultant.

15.02 Inspection. If the specifications, the Consultant's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Consultant timely notice of its readiness for checking by the Consultant or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection. All required certificates of inspection shall be secured by the Contractor. If any work should be covered up without approval or consent of the Consultant, it must, if required by the Consultant, be uncovered for examination at the Contractor's expense.

15.02.01 Re-examination of questioned work may be ordered by the Consultant or the Owner, and if so ordered, the work must be uncovered by the Contractor. If work is found to be in accordance with the Contract Documents, the Consultant or the Owner shall pay the cost of reexamination and replacement. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

15.03 Testing. Materials incorporated into the project will be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to the following: Concrete: primary mix design, slump tests, cylinder compression tests and air entrainment tests; Steel: tensile tests; Weld: field inspection and x-ray examination; Soils: sub-soil investigation, physical analysis and compaction tests; Asphalt pavement: physical analysis and compaction tests; and Roofing-Samples cut from in-place built-up roof.

15.03.01 Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise.

15.03.02 Any testing of the above nature will be done at the discretion of the Owner who will bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by persons or firms selected by the Owner.

15.03.03 See Section 01 40 00 Quality Control for additional requirements.

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GC - 16.00 CONTRACTOR'S ON-SITE SUPERINTENDENCE AND MANAGEMENT

16.01 During the progress of the work, the Contractor shall ensure that competent supervision and management satisfactory to the Consultant and the Owner are being performed on the project at all times. Additionally, the Contractor shall have on-call representation at all times during performance of the work including any times in which after hours work is being performed as part of the project.

16.02 The superintendent shall not be removed or changed by the Contractor without the prior written consent of the Consultant and the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. In the event the superintendent ceases to be in the Contractor's employ and a new superintendent is selected for the Owner's project, that superintendent will meet with the approval of the Owner. The superintendent shall represent the Contractor. All directions given to the Superintendent shall be binding to the Contractor. The Consultant and the Owner shall not be responsible for the acts or omissions of the superintendent the Contractor's employees or subcontractors and their employees.

16.03 The Superintendent shall remain on-site full time through the actual date of Final Completion, the completion of all punch list items, until the date of the Owner's Letter of Acceptance.

16.04 The Contractor shall provide a full-time, qualified, and efficient Superintendent for the work, with competent skill and attention. He shall direct, schedule and coordinate the work. He is responsible for determining and supervising all temporary and permanent erection and construction sequences, technique, means or methods. He shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents. He shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Consultant and the Owner any error, inconsistency or omission which he may discover.

16.05 The superintendent shall see that the work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect.

16.06 The Contractor shall provide engineering, surveying and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's work. He shall lay out the work in a manner satisfactory to the Consultant, making permanent records of all lines and levels required for excavation, grading and foundations, and for all other parts of the work. He shall determine the commencement and certify the proper coordination, completion of the various trades, subcontractors, and stages of construction.

GC - 17.00 CHANGES IN THE WORK

17.01 Change Orders. The Owner may, at any time, by a written change order directed through the Consultant, without notice to the sureties and without invalidating the Contract, make changes in the drawings and/or specifications of this contract within the general scope thereof; order extra work; or make changes by altering, adding to, or deducting from the work. If such changes cause an increase or decrease in the amount due under this Contract, or in the time required for its performance, an equitable adjustment shall be made on the change order, and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within ten (10) calendar days from the date of receipt by the Contractor of the notification of change. No change order or other form of order or directive by the Owner or Consultant requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Construction Agreement shall be issued, unless the Contractor is given written assurances by the Owner that lawful appropriation to cover the costs of the additional work have been made.

17.02 Minor Changes. In giving instructions, the Consultant shall have authority to make minor changes in the work, which do not involve extra cost, and which are not inconsistent with the purposes of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in

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pursuance of a written order from the Owner signed or countersigned by the Consultant, or a written order from the Consultant stating that the Owner has authorized the extra work or change. No claim for an addition to the contract sum shall be valid unless ordered or authorized in the manner set forth in this paragraph.

17.03 Price Differential. The cost or credit resulting from a change in the work shall be determined in one or more of the following ways:

a. By estimate, with a detailed cost breakdown as set forth in subparagraph c below, and acceptance in a lump sum, with a maximum combined mark-up to the Owner for all affected subcontractors and the Contractor not to exceed a total of fifteen percent (15%).

b. By unit prices named in the contract or subsequently agreed upon.

c. If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:

i) The actual cost of all direct labor performed (including foremen employed continuously on the work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual materials furnished for and used in such work, less all available cash, trade, or other discounts;

ii) Rental for the use of such items of equipment as have an individual value in excess of one thousand dollars (\$1,000.00); provided that the amount of such rental charge and the length of time and probable cost of the use of such equipment shall have been authorized in writing by the Owner;

iii) All proportionate sums paid for royalties, permits, and inspection fees

iv) All proportionate premiums for Public Liability Insurance, Workers' Compensation, and other proper and necessary insurance, as well as all applicable payroll taxes;

v) Either a predetermined lump sum, fixed fee, or a fee of fifteen percent (15%), which fee shall be applied to the total of paragraphs i, ii and iii only, and shall constitute full compensation to the Contractor for all costs and expenses, including all overhead and profit, which are not otherwise enumerated above. Subcontractors, if employed by the Contractor on this part of the work, will receive such portion of the Contractor's fee as may be agreed and paid to them by the Contractor.

vi) The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all of the foregoing costs, together with all supporting vouchers and other documentation, all subject to audit by the Owner.

GC - 18.00 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME

18.01 Claims for Extra Cost or Time. If the Contractor claims that any instructions by drawings or otherwise, after the date of the contract, involve extra cost under this contract which were not included in the original bid, or requires an extension in the contract time, he shall give the Owner and the Consultant written notice thereof within seven (7) calendar days after the receipt of such instructions, and in any event before preceding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. Any change in the contract amount or contract time must be authorized by change order.

18.02 Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Consultant, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by unavoidable casualties or by any cause which the Owner determines may justify the delay, then the completion date shall be extended by change order for such

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reasonable time as the Owner may determine.

18.02.01 If unusually severe weather conditions are a basis for a claim for additional time, the weather experienced at the Project site during the time of completion for the Project must be found to be a greater magnitude than the usually adverse weather anticipated for the Denver area during any given month. Such claim shall be documented by the Contractor by data substantiating that weather conditions were unusually severe in comparison to the thirty (30) year average established by the climatological data, U.S. Department of Commerce, for the Denver area and could not have been reasonably anticipated. The unusually severe weather must actually cause a delay to the completion of the Project by preventing work on critical path schedule activities for fifty-one percent (51%) or more of the Contractor's scheduled work day. The delay must be beyond the control and without the fault or negligence of the Contractor. If the unusually severe weather delay days encountered exceed the thirty (30) year average, either a time extension for an equitable number of days or costs for schedule recovery will be considered by the Owner.

18.02.02 All requests for extension of time shall be subject to the Owner's approval and shall be made in writing to the Owner or through other means acceptable to Owner and Consultant no more than seven (7) calendar days after the occurrence of the delay; otherwise they shall be waived.

18.02.03 If no schedule or agreement is made stating the dates upon which written interpretations or detail drawings shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations or drawings until fifteen (15) calendar days after demand is made for them, and not then unless such claim is reasonable.

18.02.04 Should the time for completion of the Contract be extended, the Owner reserves the right to occupy any part of the structure in accordance with paragraph GC - 39.00 OCCUPANCY upon written notice to the Contractor from the Consultant or the Owner. Any such partial occupancy shall not be deemed a waiver of any provision for liquidated damages for delay in Final Completion.

18.02.05 When the whole or a portion of the work is suspended for any reason, each Contractor shall properly cover over, secure and protect all work as may be susceptible to damage from any cause.

18.02.06 This article does not exclude the recovery of damages by the Owner for delay under other provisions of the Contract Documents.

18.03 Liquidated Damages for Extended General Conditions. The parties acknowledge that a delay, caused by acts or omissions within the control of the Owner or its authorized agents, that affects the critical path schedule of the Project may cause the Contractor additional costs or damages, the amount of which is not possible to accurately determine at the time of contracting. Therefore, if any unexcused delay or breach of contract, for which the Contractor has given the requisite notice as required in this Article, is caused in whole or in part in the critical path and completion date by acts or omissions within the control of the Owner or persons legally authorized to act on behalf of the Owner, the Contractor will be entitled, as its sole remedy therefore, to collect liquidated damages for the delay in completion per the amount in the contract per calendar day.

This liquidated damage amount includes the following on site construction general conditions items:

- a. Superintendent, Assistant Superintendent, Office Engineer, Clerk salaries
- b. Toilets
- c. Project Manager travel/mileage
- d. Construction fence
- e. Cleanup
- f. Safety and barricades
- g. Photos
- h. Storage trailers

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- i. Superintendent vehicle
- j. Miscellaneous equipment
- k. Small tools
- l. Snow removal
- m. Dewatering, and
- n. Superintendent insurance

Items specifically excluded from the liquidated damage amount for general conditions are:

- a. Project Manager salary
- b. Temporary heat and protection of concrete, and
- c. Temporary heat and protection of masonry

GC - 19.00 HAZARDOUS MATERIALS

19.01 If the Contractor becomes aware of the presence of hazardous materials in any form at the project site including, but not limited to, asbestos, asbestos containing materials, lead-based paint, polychlorinated biphenyl (PCB) or other toxic substances he shall, prior to commencement of any portion of the Work, provide notice to the Owner of the presence, location, and condition of any known or suspected materials that are discovered. Such notice shall be in writing and shall be submitted no more than twenty-four (24) hours after such materials are discovered.

19.02 In the event of such discovery, the Contractor shall not proceed with the Work until he has received written authorization from the Owner. If the Contractor proceeds with the Work without said authorization, he does so at his own risk.

19.03 In the event such materials are identified or encountered during the course of the Project, the Owner, at its expense, shall take all reasonable actions to properly and safely deal with such materials.

19.04 The Contractor acknowledges that the Contractor, its employees and agents, have the responsibility of being fully informed of the Owner's Management Plan as it relates to the buildings located at the Project site and shall consult with the Owner about how such Plan addresses suspected or active asbestos containing material areas within such buildings.

GC - 20.00 CHANGED CONDITIONS

20.01 The Contractor shall promptly, and before such conditions are disturbed, notify the Owner and the Consultant in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Owner and the Consultant shall promptly investigate the conditions, and if the Owner finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of the work, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

GC - 21.00 CORRECTION OF WORK

21.01 Correction of Work Before and After Completion. The Consultant or Owner has the authority to condemn work which is defective or does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all work rejected by the Consultant or Owner as defective or as failing to conform to the Contract Documents whether observed before or after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of

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the Consultant's and/or Owner's consultant's additional services. If the Contractor proceeds to build in or cover the item which has been rejected, he shall be totally responsible for the cost of removal and replacement of said item and removal and replacement of all necessary work surrounding or covering the item in order to produce a first-class job.

21.02 Tests to Determine Conformance. Whenever in the opinion of the Consultant or the Owner, tests are essential to assure the professional evaluation of the work which is subject to being rejected or condemned, the necessary number of tests will be performed by the consultants designated by the Owner. The recommendation of this consultant is final and all parties to the contract will comply with the methods and extent of the corrections submitted in writing to the Owner and the Consultant by the designated consultant. The cost of the tests will become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated work; otherwise, the Owner will pay for all tests performed.

21.02.01 Should such special testing, inspection, or approval be caused by the Contractor's failure to follow requirements of the Contract Documents or by required tests per GC - 15.03 Testing, indicating conditions not in conformance with Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor regardless of the results.

21.03 Removal of Rejected Work. The Contractor shall promptly remove from the premises all work rejected by the Consultant or Owner as failing to conform to the Contract Documents whether physically in place or not. Thereafter, the Contractor shall promptly replace and re-execute such work in accordance with the Contract and without expense to the Owner. The Contractor shall further bear the expense of making good all work of other subcontractors found to be defective or destroyed or damaged by such removal or replacement.

21.03.01 If the Contractor does not remove such rejected work within a reasonable time, as established by written notice from the Owner through the Consultant, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) calendar days' time thereafter, the Owner may, upon ten (10) additional calendar days' written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Consultant or consultant services. If the net proceeds of the sale do not cover the cost the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

21.04 Correction of Work After Final Payment. Neither the final estimate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work or property resulting therefrom, which shall appear within a period of one (1) year from date of Owner's Letter of Acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

21.05 Failure to Correct the Work. If the Contractor fails to correct such defective or nonconforming work within ten (10) calendar days after written notice, the Owner may correct it and otherwise proceed against the Contractor for the cost thereof in accordance with the provisions of these General Conditions.

21.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct work injured or done not in accordance with the contract, an appropriate deduction from the contract price shall be made and reflected by a change order, or, if the amount is determined after final payment, it shall be paid by the Contractor.

21.07 Additional Obligations. The obligations of the Contractor to correct the work shall be in addition to, and not in limitation of, any other obligations imposed upon him by law, special guarantees, warranties or other rights of the Owner.

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GC - 22.00 OWNER'S RIGHT TO CARRY OUT WORK

22.01 If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) working days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due the Contractor. In the event such work is performed by the Owner, the Owner's employees, or by persons other than the Contractor at the Owner's request, the Owner shall not be liable to the Contractor for inconvenience expenses or subsequent cost of removal of such work. The amount to be deducted as cost of doing the work shall include the cost of the Consultant's additional services made necessary by such default. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

GC - 23.00 OWNER'S TERMINATION WITHOUT CAUSE

23.01 Should conditions arise which in the Owner's opinion make it advisable or necessary to discontinue work hereunder, Owner may terminate this Agreement in whole or part without fault of Contractor by giving seven (7) calendar days' written notice to Contractor specifying the date and extent to which the Agreement is terminated. Upon any such termination, Owner shall take possession of the premises and all or any part of the materials and equipment delivered or en route to the site.

23.02 In the event of termination pursuant to GC - 23.01 hereof, Contractor shall be equitably paid for all work properly completed, based upon the approved Schedule of Values.

GC - 24.00 OWNER'S TERMINATION FOR CONTRACTOR'S BREACH

24.01 If Contractor should fail to perform the Work with reasonable and due diligence, or refuse to supply sufficient skilled workers or materials of the proper quality, or should become insolvent or be unable to pay its debts as they become due, or make a general assignment for the benefit of creditors or if a receiver should be appointed for the whole or any substantial part of Contractor's property or if Contractor defaults in the performance of any material provision of the Agreement, Owner may, in addition to all other rights and remedies provided by the law and the Agreement, exercise the following rights:

24.02 Owner may terminate this Agreement by giving seven (7) calendar days' written notice to the Contractor specifying the default and the effective date of termination and, without prejudice to other rights or remedies provided by law or by the Agreement, may take possession of the premises and of all or any part of the materials and equipment delivered or in route to the site and finish the Work by whatever method it may deem expedient;

24.03 On receipt of notice of termination, Contractor shall, unless otherwise directed by the Consultant, immediately discontinue the Work and shall, if requested by the Consultant, make every reasonable effort to procure cancellation of all existing orders or of contracts upon terms satisfactory to the Owner and shall thereafter do only such Work as may be necessary to preserve and protect Work completed or in progress and to protect the materials, and equipment at the job site or in transit;

24.04 If requested by the Consultant, Contractor shall assign to the Owner any or all contracts or options made by the Contractor in performance of the Work and shall execute and deliver all such papers and take such steps as the Owner may request for the purpose of vesting in the Owner all rights, privileges and benefits herein;

24.05 Upon any such termination under GC - 23.00 OWNER'S TERMINATION WITHOUT CAUSE, Owner shall compensate Contractor for all of Contractor's Reimbursable Costs (which shall not include any fee) as of the date of termination, less any costs to Owner occasioned by the termination, or if the amount paid by Owner to Contractor as of the date of termination exceeds this amount, Contractor shall reimburse to owner the amount of such excess.

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GC - 25.00 CONTRACTOR'S TERMINATION FOR OWNER'S BREACH

25.01 If the Owner improperly fails to make payment for a period of thirty (30) calendar days, the Contractor may, upon seven (7) additional calendar days' notice to the Owner and the Consultant, terminate this Agreement and recover from the Owner fair compensation for Work properly completed based upon the Schedule of Values.

GC - 26.00 PAYMENT

26.01 Schedule of Values. Payments will be made on the valuation of the work done. Before the Notice to Proceed is issued and before any Request for Payment are considered, the Contractor shall submit to the Consultant and the Owner a complete, itemized schedule of the values of the various parts of the work, aggregating the total sum of the contract and separating material costs from other costs. Such schedule shall include as costs the material costs of all subcontractors under such Contractor and the costs of all materials to be taken from the Contractor's or subcontractors' own stocks of material. The schedule shall be submitted on forms supplied by the Owner and, if required, supported by such evidence as to its correctness as the Consultant or the Owner may direct. This schedule will be used for the estimates and payments provided for in these General Conditions. Along with such schedule the Contractor shall submit a schedule of values of estimated monthly application amounts for the course of the work to assist the Owner in arranging payment.

26.02 Payments to Contractors. The Request for Payment shall be based on the same items as are shown in the Schedule of Values itemizing the material used and work performed for which payment is claimed. In preparing estimates, material delivered and properly stored on the site and preparatory work done may be taken into consideration. The form of Application for Payment shall be the Owner's form supported by Certification for Payment and supported by AIA Document G703, Continuation Sheet.

26.02.01 Partial payments will be made as the work progresses within fifteen (15) calendar days after the close of the calendar month upon properly prepared Request for Payment forms submitted to and approved by the Consultant and the Owner. Requests for Payment shall be submitted to the Consultant ten (10) calendar days prior to the last calendar day of each month. Contractors will base their billing on actual work completed through the 20th of the month. No pay application will be accepted that incorporates work projected after the 20th of the month.

26.02.02 If payments are made on account of materials not physically in- place, but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures which will establish the Owner's interest including applicable insurance and transportation to the site.

26.02.03 Payments will be made in the full value of the work performed and material stored less five percent (5%) of such value which shall be retained until the Work, as defined in paragraph 2.08 above, is satisfactorily completed and finally accepted by Owner, unless otherwise agreed, and less the aggregate of any previous payments. Upon satisfactory completion and final acceptance of each separate building or portion of the building or other division of the contract upon which agreement has been reached as to its separate price, the Owner shall make payment in full, including retained percentages thereon less deductions as determined by the Owner. Before such payment is made, the Owner shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the work. Partial and final payments by the Contractor to his subcontractors shall be made in the same manner as provided herein between the Owner and the Contractor. The Owner reserves the right to withhold payments at any time regardless of the Consultant's recommendation or approval of a Certificate of Payment. If the Work and/or its progress do not remain satisfactory, if the manner of completion is not acceptable to the Owner or Consultant, or if the Surety withholds his consent, the amount of retainage being held may be increased at the sole discretion of the Owner.

26.02.04 The Contractor specifically waives any option to deposit acceptable securities in lieu of retention

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covered under state statutes, C.R.S. §24-91-105,106 and 107.

26.02.05 The Contractor warrants and guarantees that title to all work, materials and equipment covered by a Request for Payment, whether physically in-place in the project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances; and that no work, materials or equipment covered by a Request for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. This provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

26.02.06 The Contractor shall keep complete and accurate records, accounts, and books with regard to all materials, equipment and labor involved in the performance of the work in accordance with generally accepted accounting principles. The Owner and Consultant shall have access to the Contractor's accounting records at all reasonable times and the Contractor agrees to make any such changes to its system of keeping these records as the Owner may reasonably request in writing. All such records shall be preserved and the Owner shall have access to them for six (6) years after final payment to the Contractor.

26.03 Certificates for Payments. No Request for Payment shall be submitted to the Owner until and unless it has been certified by the Consultant. No Certificate for a progress payment, not any progress payment, nor any partial or entire use or occupancy of the project by the Owner shall constitute an acceptance of any work not completed in accordance with the Contract Documents.

26.04 Payments Withheld. The Owner or the Consultant may withhold payment by declining to issue a Certificate for Payment in whole or in part, or the Consultant may withhold or nullify the whole or any part of any Certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either to protect the Owner from loss on account of:

- a. Defective work not remedied;
- b. Claims filed or reasonable evidence indicating probably filing of claims;
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid;
- e. Damage to another contractor or agency in the area of work on site;
- f. Failure of the Contractor to prosecute any portion of the work in a timely manner or in compliance with any approved schedules;
- g. Failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including, without limitation, monthly progress reports, schedule of values, or request for approval of subcontractors.

GC - 27.00 CONSTRUCTION SCHEDULE AND MONTHLY SCHEDULE UPDATE REPORTS

27.01 The Contractor shall submit, within ten (10) calendar days after the date of the Notice of Award in a format acceptable to the Owner, an overall timetable for the completion of the Mobilization Phase as identified by,

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paragraph 27.01.01. The Notice to Proceed will be issued based upon completion of the Mobilization Phase of the Project and/or at the discretion of the Owner. Failure of the Contractor to complete the Mobilization Phase by the scheduled date of issuance of the Notice to Proceed will not be accepted as a basis for claims for extra cost and or additional time, unless the terms of paragraph 18.02 Delays and Extensions of Time are met.

27.01.01 The Contractor shall submit, during the Mobilization Phase of the Project, in a timetable and format acceptable to the Owner, a complete overall timetable construction schedule for the Project. This schedule shall start with the date of the Notice of Award, and the completion date shall be a date which will enable the Owner to accept the work on the date specified in the Construction Agreement. The schedule shall portray fully a timetable representing the various elements in the schedule of values including all submittals, shop drawings and samples and shall provide for the expeditious and practicable execution of the work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element. Additional detailed schedules of separate elements of the work may be requested at the owner's discretion. No Request for Payment will be accepted by the Owner until this schedule has been submitted as required herein. This schedule shall be revised from time to time during the progress of the work when the actual progress, in the opinion of the Architect or the Owner, varies materially from that previously approved.

27.01.02 Mobilization Checklist

Following is a complete non-prioritized checklist of items and activities that must be submitted/completed or a schedule of completion provided prior to issuance of a Notice to Proceed (NTP). A schedule for completion of these items shall be submitted at the required Preconstruction Meeting. This checklist will be reviewed with the Contractor weekly until all items are completed.

Item

- 1 Executed General Contractor and Pre-qualified Subcontractors Performance and Payment Bonds
- 2 General Contractor and Pre-qualified Subcontractors Insurance Certificates approved
- 3 Construction Schedule
- 4 List of Subcontractors and suppliers (to include date of completed subcontract agreement)
- 5 Schedule of values
- 6 Quality Control plan
- 7 Executed Tax Exempt Certificate
- 8 General Contractor's Surveyor approved
- 9 Mechanical and Electrical Construction Permits secured
- 10 Preconstruction meeting per Specification Section 01200 accomplished
- 11 Site Mobilization meeting per Specification Section 01200 accomplished
- 12 Site grading, erosion control and storm drainage preconstruction meeting held with the appropriate regulatory agencies. The General Contractor shall have the project manager, project superintendent and utility contractor superintendent in attendance.
- 13 Water and waste water utilities preconstruction meeting held with the appropriate regulatory agencies. The General Contractor shall have the project manager, project superintendent and utility contractor

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superintendent in attendance.

- 14 Grading permit secured
- 15 Fugitive dust permit secured
- 16 Erosion control provisions in place at each site.
- 17 Sanitary sewer, storm sewer and water utility permits secured
- 18 Schedule for installation of gas, electric and telephone utilities established with the appropriate utility companies. This includes permanent and temporary electrical service.
- 19 Hazardous Communication Program documentation and schedule for coordinating Hazardous Material removal by separate contractor. Locations of ACM identified per District's AHERA Plan.
- 20 Demolition Permit secured.
- 21 Disposition of salvaged items and location to be delivered.
- 22 The following shop drawings shall be submitted by the Contractor to the Architect, or the contractor will provide a submission schedule, prior to the School District issuing the Notice to Proceed (the shop drawings for items in this list may be submitted individually and in any order. Identify the anticipated submittal sequence in the Mobilization Phase schedule) (also note that separate submittals of duplicate shop drawings will be permitted for items identical between projects, including of subcontractor/supplier):
 - a. Chain link backstops and fence.
 - b. Irrigation system.
 - c. Concrete reinforcement
 - d. Structural steel
 - e. Steel joists
 - f. Steel deck
 - g. Cold formed metal framing
 - h. Metal fabricators
 - i. Exterior masonry and mortar samples
 - j. Masonry sample panel constructed
 - k. Masonry prism test
 - l. Manufacturer's masonry unit certification
 - m. Custom casework and plastic laminate
 - n. Elastomeric sheet roofing
 - o. Pre-finished sheet metal roofing
 - p. Pre-finished flashing and sheet metal
 - q. Steel doors and frames
 - r. Wood doors
 - s. Special doors
 - t. Aluminum window frames
 - u. Plastic laminate faced casework
 - v. Kitchen equipment
 - w. Gymnasium bleachers
 - x. Wood laboratory casework
 - y. Hydraulic elevator
 - z. Mechanical
 - aa. Electrical

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- 23 The following product data and color samples shall be submitted by the contractor to the Architect, or the Contractor will provide a submission schedule, prior to the School District issuing the Notice to Proceed. (The shop drawings for items in this list may be submitted individually and in any order. Identify the anticipated submittal sequence in the Mobilization Phase schedule).
- a. Asphaltic concrete mix designs
 - b. Concrete mix designs
 - c. Tennis courts and running track surfacing
 - d. Storm drainage materials
 - e. Irrigation equipment
 - f. Infield and warning track mix
 - g. Mortar mix design
 - h. Masonry grout mix design
 - i. Masonry accessories
 - j. Cold formed metal framing
 - k. Gypsum sheathing
 - l. Fluid applied waterproofing
 - m. Elastomeric sheet roofing
 - n. Composite building panels
 - o. Pre-finished metal roofing and siding
 - p. Joint sealants
 - q. Acoustical ceilings
 - r. Acoustical wall panels
 - s. Ceramic tile
 - t. Auditorium seating
 - u. Window coverings
 - v. Theater and stage equipment
 - w. Water repellent and graffiti coating
 - x. Finish hardware schedule
 - y. Gypsum board partitions and ceilings
 - z. Wood gymnasium and stage floor systems
 - aa. Carpeting and resilient flooring materials
 - bb. Painting materials
 - cc. Visual display boards
 - dd. Toilet partitions
 - ee. Metal lockers
 - ff. Folding panel partitions
 - gg. Mechanical
 - hh. Electrical.
- 24 Two complete collections of all required samples for Architect's color selection. (REMODEL PROJECTS ONLY)
- 25 Proposed schedule for weekly progress meetings with Owner/ Architect in support of meeting these schedules, the Owner and Architect shall have done the following prior to the scheduled date for the Preconstruction Meeting.
- a. Submitted drawings for each project to Colorado State Division of Labor and Employment, Public Safety Section for Building Permit review.
 - b. Submitted drawings to appropriate regulatory agencies for grading, erosion control and drainage review. Complete any required document revisions and work with the appropriate regulatory agencies

to have the documents approved and permits ready to issue on or about the anticipated date for NTP.

- c. Submitted water and wastewater construction drawings to the appropriate regulatory agencies for review for each project. Complete any required document revisions and work with the appropriate regulatory agencies to have the documents approved and permits ready to issue on or about the anticipated date for NTP.

26 The General Contractor shall contact the School District's separate telecommunication, intercom/sound system, and mechanical system testing and balancing contractors while he is preparing the Master Construction Schedule. The work of these contractors shall be identified and accommodated in the General Contractors Construction Schedule. The General Contractor shall cooperate with the Owner's separate contractors to establish a mutually agreeable schedule for their work.

* Mobilization Checklist Schedule submitted at Preconstruction Meeting shall reflect a completion date for each listed submittal and activity. The latest acceptable date for each item is indicated in this column as the number of days subsequent to the Notice of Award (NOA).

27.02 The Contractor shall schedule all work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service or any type. Where electrical or mechanical work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such work at such times when said existing utilities are not in normal use. This Contractor shall bear the cost of all overtime or inconvenience resulting therefrom.

27.03 During the course of construction the Contractor shall maintain free and unimpeded all required exits from the building. Barricades shall be so erected that traffic is separated and protected from the construction. Such exits shall not be closed at any time for any reason while the building is occupied nor at any time when the building is unoccupied except after written approval is given by the Owner and proper warning and directional signs are posted.

GC - 28.00 INSURANCE

28.01 The Contractor shall not commence work under this contract until he has obtained all insurance required by this document, and proof of such insurance has been submitted and approved by the Owner. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor(s) has been obtained with proof of such insurance submitted and approved by the Owner. During the term of this Contract and any warranty periods, the Contractor and all subcontractors must keep in force the insurance coverage with required minimum limits listed in this section. The Contractor's insurance shall be primary as respects the Owner, and any other insurance maintained by the Owner shall be excess and not contributing insurance with the Contractor's insurance. **THE OWNER MUST BE NAMED AS AN ADDITIONAL INSURED ON THE CONTRACTOR'S AND ALL SUBCONTRACTORS' INSURANCE POLICIES.**

28.02 Verification of Coverage. The Contractor shall furnish the Owner with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The Certificates of Insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Owner, or upon approval, provided on forms incorporating the requirements of the Owner. All certificates and endorsements are to be received and approved by the Owner before a contract will be issued or work allowed to commence. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

28.03 Required Minimum Limits of Insurance.

28.03.01 Builder's Risk Completed Value: Issued in an amount at least equal to the aggregate total of the

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contract prices in all contracts entered into by the Owner relating to the entire Project.

28.03.02 Commercial General Liability: A combined single limit per occurrence of \$1,000,000 for bodily injury, personal injury, \$2,000,000/accident, and property damage of at least \$2,000,000/accident. If Commercial General Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

28.03.03 Commercial Automobile Liability: Comprehensive auto liability insurance, including coverage for all power mobile equipment used by the Contractor, bodily injury of \$2,000,000/person, \$2,000,000/accident; and \$2,000,000/property damage. Uninsured/underinsured motorist's liability and Personal Injury Protection (No-Fault) liability insurance is required in accordance with Colorado statutes.

28.03.04 Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of Colorado and Employer's Liability limits of \$500,000 each accident/\$500,000 disease policy limit/\$500,000 disease each employee.

28.03.05 Professional Liability (Errors & Omissions): \$2,000,000 per occurrence, \$2,000,000 annual aggregate for claims resulting from error and/or omissions of a certified professional including, but not limited to all Consultants, engineers, and employees of professional consulting firms. A "Claims-made" policy form is acceptable. Exceptions may be granted by the Owner in special situations, after reviewing a certified copy of the policy.

28.04 Deductibles and Self-Insured Retentions: Any Deductibles or Self-Insured retentions of over \$25,000 must be declared on the proof of insurance and approved by the Owner in writing as provided in GC - 28.02 Verification of Coverage. The Owner will have the option of either: mandating the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense or similar expenses.

28.05 Notice of Changes in Insurance Policies: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the following:

El Paso County School District #49
Purchasing and Contracting Office
10850 E. Woodmen Road
Peyton, Colorado 80831

28.06 Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than "A-VII". The Owner reserves the right to further evaluate the adequacy and financial stability of the insurers using insurance industry guidelines and information.

28.07 Builder's Risk Completed Value Property Insurance: The Contractor shall pay for and keep in force Builder's Risk Completed Value Insurance, insuring property of every kind and description, including materials and supplies, used or to be used, in a part of, or incidental to, the construction operations. The insurance shall exclude Contractor's and its subcontractors' equipment, tools, machinery, or any other items of any description that are not incorporated into the Work. Faulty workmanship shall also be excluded. The Builder's Risk Insurance shall insure the entire Project against "all risks" of physical loss or damage including, but not limited to flood, fire, theft, vandalism, malicious mischief, and "extended coverage". The Contractor shall pay costs not covered by the deductible. Such insurance shall remain in effect until 12:00 noon on the date following the day of the final acceptance of the entire Project, whether or not the Project or some part thereof is occupied in any manner prior to such final acceptance. Partial occupancy by the Owner shall be permitted without invalidating or otherwise limiting such coverage.

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28.07.01 The Builder's Risk Insurance shall insure the Owner and the Contractor, as their interests may appear, but the loss, if any, shall be payable to the Owner, as trustee. The Owner shall have the power to adjust and settle any loss with insurers.

28.07.02 Unless the Owner shall agree otherwise in writing, all moneys received shall be applied to rebuilding and repairing the destroyed or damaged work. With the exception of insurance proceeds attributable to insurance paid for by the Owner, such moneys shall be paid out by the Owner to the Contractor from time to time on estimates of the Owner.

28.07.03 The Contractor and his subcontractors and suppliers waive all rights against the Owner for damages caused by fire or other perils to the extent covered by the Builder's Risk Insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner on their behalf. The Contractor shall require similar waivers of his subcontractors, sub-subcontractors, agents, and employees of any of them.

28.08 Commercial General Liability Insurance: This insurance is to protect the Contractor, subcontractor(s), and the Owner, against claims for bodily injury or property damage arising out of any act or omission of the Contractor, his agents, employees, or subcontractor(s). It must include "Broad Form" general liability language including, but not limited to:

- a. Operations-Premises Liability (including mobile equipment)
- b. Contractors Protective Liability
- c. Completed Operations/Product Liability
- d. Broad Form Property Damage coverage
- e. Blanket Contractual coverage
- f. Personal Injury coverage
- g. x, c, u, coverage

28.08.01 If the work requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, structural collapse, or damage to underground property. Any subcontractor must have coverage in the same amount and form as the Contractor.

28.09 Workers' Compensation Insurance: This insurance is to protect against bodily injury claims of employees. It must include all coverage set forth in the Colorado Workers' Compensation Act and cover all employees at the site of the project. Any subcontractor must have coverage in the same amount and form as the Contractor.

28.10 Commercial Automobile Liability Insurance: This insurance is to protect the Contractor, subcontractor(s), and the Owner against claims resulting from an occurrence involving the Contractor's automotive equipment. This insurance shall be written in comprehensive form. Protection under the automobile liability insurance must include: owned, hired, and non-owned cars, trucks, and other licensed automotive equipment. Any subcontractor must have coverage in the same amount and form as the Contractor.

28.11 Professional Liability Insurance: This insurance is to protect the Contractor, subcontractor(s), and the Owner against claims arising out of any act of error or omission of a professional Consultant, engineer, or consultant.

GC - 29.00 PERFORMANCE AND PAYMENT BONDS

29.01 The Contractor shall, within seven (7) calendar days from the Notice of Award date furnish bonds to the Owner in the full amount of the Contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such forms as the Owner may prescribe

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and with such sureties as he may approve. Such bonds shall be duly executed by a qualified surety, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials or other supplies used or consumed by such Contractor or his subcontractors in the performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of twelve percent (12%) per annum. The Performance Bond shall additionally guarantee that the Contractor shall remedy any omissions; correct any and all defects; and adjust and make operable all component parts of the work falling under the requirements of his contract which may be called to his attention within a period of twelve (12) months following the date of the Letter of Acceptance.

29.02 The premium for all bonds shall be paid by the Contractor and included in the bid price in the Bid Proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies are rated in Best's Insurance Guide (latest edition), not lower than A- and have a Best's Financial Rating of at least VII. If at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

29.03 Subcontractors pre-qualified by the Owner, prior to bidding, that enter into a subcontractor agreement with the Contractor for any portion of the work, shall provide the Contractor with Performance and Payment Bonds in accordance with the Contract Documents on the basis of their subcontract scope of work to the Contractor. Upon receipt of subcontractor bonding documentation, the Contractor shall provide copies of all subcontractor Performance and Payment Bonds to the Owner.

29.04 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

GC - 30.00 SUBCONTRACTS

30.01 The Contractor shall include with his first schedule of values, the names of subcontractors and suppliers of labor and materials. The Contractor shall not employ any subcontractors that the Owner or Consultant may, within a reasonable time, object to as incompetent, unfit or otherwise undesirable.

30.02 If, before or after the execution of the Contract, a change of any subcontractor on such list is required by the Consultant or by the Owner prior to the award of the relevant subcontractor contract, the contract sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

30.03 The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

30.04 Nothing contained in the Contract Documents shall create any direct contractual relationship between any subcontractor and the Owner.

GC - 31.00 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

31.01 The Contractor agrees to bind every subcontractor by a written agreement and require in his contracts that every subcontractor be bound by the terms of the Construction Agreement, the General Conditions of the Agreement, the Supplementary General Conditions of the Agreement, the Drawings and Specifications as far as applicable to his work, including the following provisions of this article.

31.02 The subcontractor agrees with the Contractor:

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- a. To be bound to the Contractor by the terms of the Construction Agreement, General Conditions of the Agreement, the Supplementary General Conditions the Drawings and Specifications and any other Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner;
- b. To preserve and protect the rights of the Owner and the Consultant under the Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- c. To perform all work in accordance with the requirements of the Contract Documents;
- d. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Conditions, and;
- e. To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions of the Agreement and the Supplementary General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees:

- f. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions of the Agreement, the Supplementary General Conditions, the Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner;
- g. To pay the subcontractor not later than ten (10) business days after payment has been received by the Contractor under the schedule of values described in these General Conditions, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein;
- h. To pay the subcontractor, upon the payment of Certificates, if issued otherwise than as in g. above, so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him;
- i. To pay the subcontractor to such extent as may be provided by the Contract Documents of the subcontract, if either of these provides for earlier or larger payments than the above, and;
- j. To pay the subcontractor a just share of any insurance payment received by the Contractor, applicable to work performed by such subcontractor.

31.03 Nothing in this article shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any subcontractor, nor shall it form the basis for any action by the subcontractor against the Owner on any contractual theories.

GC - 32.00 CONSULTANT'S STATUS AND INSPECTIONS

32.01 Authority. The Consultant shall be the Owner's representative during construction and until the expiration of the warranty period. He shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing. The Consultant, with written approval of the Owner, shall have authority to stop the work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract.

32.02 Decisions. The Consultant shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, although the Owner shall retain the final authority in decisions regarding such

matters. The Consultant shall, within a reasonable time, make recommendations on all claims of the Contractor and on all other matters relating to the execution and progress of the work. All such decisions shall be subject to review by the Owner. The Consultant's decisions in matters relating to artistic effect, after consultation with the Owner, shall be final, if within the terms of the Contract Documents.

32.03 Inspections. The Contractor shall provide timely notice to the Consultant when his and/or his sub-consultant's inspections are desirable or required by the terms of the Contract Documents or the Consultant's Agreement with the Owner. Such notice shall be given in order to allow for the following reviews and inspections, among others:

- a. Reviewing and approving shop drawings samples and other submissions for conformance with the design concept of the project and for compliance with the information given in the Contract Documents;
- b. Inspection of bearing surfaces of excavations before footings are poured;
- c. Inspection of reinforcing steel after installation and before concrete is placed;
- d. Inspection of structural and architectural concrete before, during, and after pouring;
- e. Evaluation of all laboratory reports;
- f. Inspection of structural steel after erection and prior to its being covered or enclosed;
- g. Inspection of mechanical work following its installation and prior to its being covered and enclosed;
- h. Inspection of electrical work following its installation and prior to its being covered or enclosed, and;
- i. Inspection of exposed surfaces for compliance with the Construction Documents.

GC - 33.00 USE OF PREMISES

33.01 The Contractor shall confine his apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires and smoking and shall not allow the possession or consumption of alcohol or drugs on the premises by his or any subcontractor's workers.

GC - 34.00 CUTTING, PATCHING, AND EXCAVATION

34.01 The Contractor shall perform all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit, for it to receive or be received by work of the subcontractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure.

34.02 Any cost caused by defective or improperly timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any subcontractor except with the consent of the Consultant.

34.03 Each subcontractor shall leave all chases, holes or openings straight, true, and of proper size in his own work, or cut the same in existing work as may be necessary for the proper installation of his own or another subcontractor's work, consulting with the Consultant and the Contractor regarding proper location and size of same. In case of his failure to leave or cut same in the proper place, he shall cut them afterward at his own expense. No excessive cutting will be permitted, nor shall any piers or other structural members be cut or

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modified in the field without the written consent of the Consultant. After such work has been installed, he shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Consultant. Each section of the technical specifications shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

34.04 See Section 01 73 00 Cutting and Patching for additional requirements.

GC - 35.00 CLEANING UP

35.01 The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and shall remove all rubbish as often as he deems necessary or as directed by the Owner or the Consultant. At the completion of the work he shall remove all his rubbish from and about the building, and all his tools, scaffolding and surplus materials and shall wash all glazing and window frames inside and outside throughout the building, removing all stains, paint, etc., on same. Care shall be taken not to scratch the glazing in this clean up.

35.02 All surfaces shall be left thoroughly clean and finished in the areas that work occurs. In case of dispute the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

35.03 See Section 01 50 00 Construction Facilities and Temporary Controls for clean up during construction. See Section 01 74 00 Final Cleaning for Final Clean-Up.

GC - 36.00 STATUTES, ORDINANCES AND REGULATIONS

36.01 The Contractor and all subcontractors shall comply with all applicable federal and state statutes, resolutions of the County of El Paso, ordinances, rulings, regulations and orders of any governmental body, including rules, regulations, and directives of the State Department of Labor, Safety Inspection Branch, or any other governmental body having jurisdiction over the work to be performed. Should any of the provisions of the Contract Documents be in conflict therewith, then that portion which is in conflict shall be considered stricken and the applicable statute, ordinance, regulation or ruling substituted therefore. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

36.02 See Section 01 41 00 Regulatory Requirement for additional requirements.

GC - 37.00 SALES AND USE TAX

37.01 The Contractor shall coordinate with the Owner to ascertain whether a sales or use tax may be collectible on the purchase of building materials, supplies, and equipment used for this project by the Contractor. Some cities and municipalities will charge a sales or use tax on building materials, supplies, and equipment "picked up" and/or used within that city or municipality by a contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for this project delivered to the construction site by common carrier, conveyance by the seller or by mail to avoid city or municipal sales and use taxes for which refunds will not be made. The Owner is exempt from the payment of any state sales and use taxes for materials, supplies, and equipment used upon this project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all their subcontractors shall apply for and obtain a Certificate of Exemption for the work from the Colorado Department of Revenue. A copy of such Certificates shall be filed with the Owner before any materials are purchased or any work commenced hereunder.

GC - 38.00 APPROVAL OF SUBSTITUTIONS

38.01 The Contractor will be held to have used in his bid and to furnish under the Contract those items of

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equipment and/or materials which are specifically identified in the specifications or addendum by a manufacturer's name, model or catalog number. After execution of the Contract, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved by the Owner so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as equipment and/or materials named in the Specifications so far as performance, construction, efficiency, and utility are concerned. A request for substitution shall ordinarily be required to be based upon one or more of the following grounds for justification: The submittal material is no longer available, a substitution will improve lead time, quality will be improved (documented detail required), or the Owner will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Consultant for initial review, before being submitted to the Owner for evaluation and final approval. No substitution of materials or methods will be allowed for any items specified in the Contract Documents, without the Owner's written approval.

38.02 In case of a difference in price, occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution.

38.03 See instructions to Bidders and Section 01 25 00 Material and Equipment for additional requirements concerning changes and substitutions. Proposed substitutions submitted with the Contractor's bid will not be accepted.

GC - 39.00 OCCUPANCY

39.01 The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the work and to place and install, as much equipment and furnishings during the progress of the work as is possible without interfering with the progress of the work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the completion of the work or signify the Owner's acceptance of the work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, the Consultant shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials which are the responsibility of the Contractor. The provisions of the article shall not be in limitation of the Owner's rights set forth in GC - 18.00 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME.

39.02 Use and Occupancy by the Owner prior to project acceptance does not relieve the Contractor of his responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the project is completed and accepted by the Owner.

39.03 The Contractor shall not be held responsible for any damage to the occupied part of the project caused by the Owner.

39.04 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.

39.05 Use and occupancy by the Owner prior to project acceptance does not relieve the Contractor of his responsibility to maintain all insurance and bonds required of the Contractor under the Agreement until the project is accepted by the Owner and the twelve (12) month warranty period completed.

GC - 40.00 DAMAGE TO UTILITIES

40.01 The Contractor shall take adequate precautions to protect all existing utilities within the building and on and off the site, avoiding damage thereto. The Contractor shall repair or replace or have repaired or replaced at his own expense any damage to streets, water, sewer, light, power, fire alarm, intercom, LAN, cable, or telephone

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lines damaged by the method of his work, to maintain system operation.

40.02 The location and extent of underground utilities, cables, and conduit as indicated on the drawings are not guaranteed. This information is shown only for such use as bidders and contractors may choose to make of it. All contractors shall check with all public utilities companies for locations and shall comply with their regulations regarding their utilities in performing the work.

40.03 All active underground utilities within the building and on and off the site shall be adequately protected from damage and if damaged shall be immediately repaired. Removal or relocation of same shall be done only as indicated on the drawings. If they are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such lines to the Consultant and shall not proceed further until directed to do so.

40.04 Inactive or abandoned utilities, whether or not they are indicated on the drawings, shall be recorded as to location and depth and shall be removed for a distance of not less than three (3) feet from outside line of all concrete work unless otherwise required by regulations. Ends shall be capped or plugged. There will be no adjustment of contract amount for work due to inactive or abandoned utilities.

GC - 41.00 BLASTING

41.01 No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on any site except with the express and specific prior written approval of the appropriate governmental or public authorities, in each instance. The Contractor shall notify such authorities, the Consultant, and the Owner of need for such approval seven (7) calendar days prior to the proposed use of such explosives.

GC - 42.00 HISTORICAL DATA

42.01 In addition to warranties, guarantees, operating instructions, etc., elsewhere specified, the Contractor, at the conclusion of the work and before final payment is made, shall furnish a listing, giving principal's names, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor or materials on the project with identification of the services rendered or materials provided. There shall be provided one (1) copy for the Consultant and one (1) copy in each Operations & Maintenance Manual.

42.02 The Contractor, at the conclusion of the work and before final payment is made, shall furnish to the Owner a list itemizing all kitchen equipment with associated cost that was installed in the Project.

GC - 43.00 TESTING OF BUILDING SYSTEMS

43.01 The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing of all building systems. All testing shall be of the complete system, before covering, or of individually separable larger portions of the system and shall be performed in the presence of the appropriate consultant and representative of the Owner. A written report shall be filed in the office of Purchasing and Contracting, El Paso County School District #49, recording each test.

43.02 See Section 01 40 00 Quality Control for additional requirements.

GC - 44.00 TEMPORARY OR TRIAL USAGE

44.01 Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment or any work or material supplied under the Contract before final completion and written acceptance by the Consultant shall not be construed as evidence of the Consultant's or Owner's acceptance of same or the commencement of

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any warranty periods.

44.02 The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Consultant deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such work which may be caused by weakness or inaccuracy of structural parts or by defective materials or workmanship.

44.03 If the Contractor so elects, he may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Consultant's prior approval and under his observation.

44.04 When heating, air conditioning, ventilating, exhaust or other items of electrical or other equipment are installed, it shall be the responsibility of the contractor installing such equipment to operate it for a satisfactory period of time as required by the Consultant for proper testing of the equipment and instructing the Owner's operating personnel. All items of equipment, testing meters, testing instruments and incidentals required for proper testing and for instructing the Owner's operating personnel, shall be provided by the contractor responsible for providing and installing the equipment.

GC - 45.00 SEPARATE CONTRACTS

45.01 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

45.02 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner through the Consultant any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of this work, except as to defects which may develop in the other contractor's work after the execution of his work.

45.03 To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner through the Consultant any discrepancy between the executed work and the Drawings.

GC - 46.00 CONTRACTOR'S MUTUAL RESPONSIBILITY

46.01 The entire project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of contracts. Each contractor shall, therefore, take due notice of the work called for in contracts other than his own. Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such other separate contractor by agreement, if he will so settle. If such other separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner may notify the Contractor, who shall, at the Owner's option, defend such proceedings at the Contractor's expense or reimburse the Owner for the expenses incurred in defense, and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs and expenses thereby incurred by the Owner.

GC - 47.00 LIENS

47.01 It is hereby mutually understood by and between the parties hereto that no Contractor, subcontractor, supplier, vender, laborer, mechanic, or other person, can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this Contract, or the land upon which the same is situated.

GC - 48.00 WORK IN EXISTING BUILDING

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48.01 In addition to all other requirements of the Contract Documents, if the work involves an addition to an existing building, the Contractor shall erect and maintain during the progress of the work, suitable dust proof partitions to protect such building and the occupants thereof. If necessary, in the Owner's or Contractor's judgment or pursuant to manufacturer's directives or recommendations in order to protect occupants from noxious fumes, odors or hazardous substances, the Contractor may be required to provide additional ventilation and/or work difference or extended hours to avoid disruption to other activities within the existing building.

48.02 If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dust proof partitions and well ventilated. All remodeling work shall be scheduled and submitted to the Owner and Consultant for approval. The various contractors shall schedule their work jointly, in order that each may accomplish his work within such existing building in an orderly fashion during regular school vacation periods, where possible, or in such a manner as to permit full use of the building and without impairment of any existing facilities.

GC - 49.00 INDEMNIFICATION

49.01 To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner and the Consultant and its agents and employees harmless from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the work itself and including the loss of use resulting therefrom, and (b) only to the extent that it is caused in whole or in part by any negligent or intentional act or omission or breach of contract of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This specific indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner.

GC - 50.00 ACCEPTANCE AND FINAL PAYMENT

50.01 When the work or a portion of the work (the scope of which is agreed to by the Contractor, Consultant and Owner) is confirmed by previous weekly observations and reports by the Consultant to be finally complete in accordance with the Contract Documents with no missing, incomplete or unfinished work, the Contractor, Consultant and sub-consultants, accompanied by the Owner as deemed necessary by the Owner, shall jointly inspect the work. The Contractor shall complete a written report of inspection and detailed "punch list", attested to by the Consultant as to contents and date of inspection.

50.01.01 An inspection and creation of punch list will not be performed when any work is missing, incomplete or unfinished. Any missing, incomplete or unfinished work means that the work has not been made final complete by the Contractor in accordance with the Contract Documents, is not ready for inspection and punch listing, and the Date of Final Completion cannot be established.

50.01.02 When the work is inspected in phases or portions the Date of Final Completion for all of the work shall be established by the date when the last inspection and punch list is complete.

50.01.03 The Contractor, on a computerized database acceptable to the Owner, shall generate and maintain the punch list database document until all of the punch list work is complete and the Owner issues the Letter of Acceptance for the entire project.

50.01.04 When punch list work is reported as complete by the Contractor, subsequently inspected by the Consultant or their sub-consultants and determined to be incomplete, the costs of all subsequent re-inspections of the punch list item by the Consultant or their sub-consultants will become the responsibility of the Contractor.

50.02 Upon receipt of written notice from the Contractor that the punch list work is complete and the Project is ready for Final Inspection and Final Acceptance, the Contractor, the Consultant, and the Owner shall make such

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final inspection, and when all the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Consultant shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefore, and that the balance found to be due the Contractor and noted in said final certificate subject to any deductions or set-offs by the Owner, is due and payable.

50.03 All prior Requests for Payment shall be subject to correction in the final Request for Payment. When the work has been certified as satisfactory by the Consultant, and approved by the authorized representative of the Owner including satisfactory completion of all punch list items, it shall be deemed accepted as of the date of the issuance of the Owner's Letter of Acceptance.

50.04 Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work has been or will promptly be paid.

50.05 Upon submission of the final Request for Payment, the time of final settlement for the work shall be established and Owner shall, thereafter, advertise by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement.

50.06 Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner verified documentation showing full payment for all labor, materials, supplies and equipment expended upon or incorporated in the work under the Contractor's Contract with the Owner. If any unpaid claim for such labor, materials, supplies or equipment is filed with the Owner, the Owner shall withhold from the final payment sufficient funds, if available, to provide for the payment of such claim, until the same shall have been paid or withdrawn. Failure on the part of the claimant to file such statement prior to or on the established date of final settlement will relieve the Owner from any and all liability for such claim. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt in full or an order authorizing withdrawal signed by the claimant or his duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Final Settlement, unless an action has been commenced within that time to enforce such unpaid claim and a Notice of Lis Pendens has been filed with the Owner.

50.07 If any claim for such labor, materials, supplies or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be compelled to pay to satisfy such claims, including all costs and attorney's fees incurred by the Owner as a result of the Contractor's default in such respect.

50.08 The making and acceptance of the final payment shall not constitute a waiver of any claims by the Owner, including, among other things, those arising from unpaid claims, from faulty work which appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC - 51.00 WARRANTIES ON PORTIONS OF THE WORK

51.01 The Contractor shall, in case of work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Consultant and the Owner upon completion of the work. All such warranties shall commence from the date set forth in the Letter of Acceptance and will not in any way reduce the Contractor's responsibilities under this Contract. Whenever guarantees or warranties are required by the specifications for a longer period than one (1) year, such longer period shall govern. Each section of the technical specifications shall include a minimum warranty period of one (1) year unless specifically stated to the contrary.

GC - 52.00 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

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52.01 The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and other defects in workmanship in all respects; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended.

52.02 Neither the Consultant's approval of the final Request for Payment nor payment of any Request for Payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for this warranty and guarantee hereunder or for faulty materials or workmanship, and, unless otherwise agreed in writing, he unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear during the warranty period.

52.03 The Contractor shall perform all warranty work in accordance with the Owner's Warranty Work Process herein described.

52.03.01 The one (1) year warranty period shall begin at the date set forth in the Letter of Acceptance of the Contractor's work.

52.03.02 During the Project's one (1) year warranty period the Contractor may attend Warranty Work Request meetings. The Owner shall establish date, time, and place of these meetings.

52.03.03 The Contractor shall promptly correct at his expense all deficiencies and defects which appear during the warranty period. If the Contractor fails to correct any warranty defects or deficiencies within ten (10) calendar days of written notice from the Owner or Consultant, the Owner may arrange for the corrections, after giving the Contractor four (4) additional calendar days written notice of intention to do so. The Owner shall be entitled to collect from the Contractor and/or his surety all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

52.03.04 The Owner, the Consultant and his sub-consultants, and the Contractor together may make one (1) complete inspection of the work after the work has been accepted by the Consultant and the Owner. This inspection may be made approximately eleven (11) months after the acceptance of the work. The Consultant shall make a written report of this inspection, certified as to contents and date of inspection, and forward these reports by mail to the Owner and the Contractor within seven (7) calendar days after completion of the inspection. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a satisfactory manner within thirty (30) calendar days from the date of the Consultant's written report.

52.03.05 If the Contractor fails to promptly correct all deficiencies and defects shown by the report, the Owner may do so, after giving the Contractor ten (10) calendar days written notice of intention to do so. The Owner shall be entitled to collect from the Contractor all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

GC - 53.00 LIMITATION OF ACTIONS

53.01 Any actions against the Contractor, his subcontractors, suppliers or others providing materials or services for the project, brought to recover damages for injury to person, damage to property or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction or observation of construction of the project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered. In no case shall such an action be brought more than fifteen (15) years after the final completion and acceptance of the project.

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GC - 54.00 SOIL TEST REPORT

54.01 The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the site and to prepare a report of the findings. Such data is offered solely for reference and is not to be considered a part of the Contract Documents. The data contained in any such document prepared for the Owner by a separate consultant is believed to be reliable; however, the Owner and the Consultant do not guarantee its accuracy or completeness. All applicable subcontractors shall be fully familiar with the contents of such reports, if prepared, and shall consider and evaluate them in the performance of their contracts.

GC - 55.00 EXPEDITING MATERIALS

55.01 Each Contractor shall, immediately after receipt of Notice of Contract Award, and approval of his list of subcontractors and material suppliers, and approval of related submittals and shop drawings place orders for all equipment, materials, and supplies required for the work. He shall, when requested, submit to the Consultant evidence that such orders have been placed. The Contractor shall exercise due diligence in seeing that all equipment, materials, and supplies are delivered well in advance of the time they are needed on the job; and he shall properly store and protect same at his expense and in accordance with these General Conditions, either at the site or elsewhere as approved by the Consultant.

GC - 56.00 MISCELLANEOUS KEYS, SWITCHES, ETC.

56.01 All loose keys for hose bibs, adjustment keys and wrenches for door closers and panic hardware, keys for electric switches, electrical panels, and all other equipment shall be identified and accounted for and transmitted to the Owner.

56.02 See Section 01 77 00 Contract Closeout for additional requirements.

GC - 57.00 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

57.01 In compliance with Colorado Revised Statutes, §8-17-101 *et seq.* (2013), preference shall be given to Colorado labor in the several classifications of skilled and common labor, at least eighty percent (80%) of the work shall be Colorado labor. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of employment at the time of the project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

57.02 In compliance with Colorado Revised Statutes §8-18-101 (1973), if any of the work includes a contract for commodities and services, preference shall be given to a resident bidder (as defined in Section 58.03 below) against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident.

57.03 In compliance with Colorado Revised Statutes, §8-19-101 and 102 (1985), preference shall be given to resident bidders against nonresident bidders from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. The term "resident bidder" means a person, partnership, corporation, or joint venture which is (a) authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation taxes in at least seventy-five percent (75%) of the eight (8) quarters immediately prior to bidding on the work.

GC - 58.00 LABOR DISPUTES

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58.01 Notwithstanding any other provision contained elsewhere herein and superseding any contrary term expressed herein, the Contractor agrees that in the event of any picket or other form of labor dispute at the construction site, whether such dispute or picket is in connection with the Contractor, subcontractor or any other person or entity on the construction site, the Contractor will continue to perform the work required herein without interruption or delay. In the event the Contractor fails to continue the performance of the work included herein, without interruption or delay, because of such picket or other form of labor dispute, the Owner may terminate the services of the Contractor after giving seventy-two (72) hours written notice of an intent to do so. The terminated Contractor may then be replaced at the discretion of the Owner and all extra costs involved in doing so shall be payable by the terminated Contractor.

GC - 59.00 LABOR, WORKMANSHIP, AND SCHOOL SECURITY

59.01 All work performed under this contract shall be performed in a skillful and workmanlike manner. The Owner may require that the Contractor immediately remove from the construction site any employee the Owner or on-site school district personnel deem to be incompetent, careless, or otherwise unsuitable for any or no reason, for performance of this contract.

59.02 To the fullest extent permitted by law, prior to assigning any employee to perform any services on Owner's site, Contractor shall have performed a criminal background check to determine whether such employee has been convicted of, pled guilty to, pled guilty to a lesser offense than originally charged, or pled nolo contendere to a violent crime, unlawful sexual behavior, unlawful behavior toward a child, or a crime of such nature as to categorize the person as being unsuitable for working around school children, Contractor shall not, without the prior written approval of Owner, permit a Contractor employee to perform services on a site if that employee has been convicted of any felony or other crime that would make them unsuitable to work around children. Contractor's background check must be in compliance with the Fair Credit Reporting Act and Colorado law.

59.02.01 The Owner may, at any time, require Contractor to provide such information as is necessary to verify Contractor's compliance with its obligation in Section 59.02 above. The Contractor shall submit copies of all security/background checks performed within twenty-four (24) hours of a request by the Owner for such information. The Owner may request copies of these security/background checks up to twelve (12) months after completion of the specific project (site work). Failure to complete or submit any required security/background check requested by the Owner, may result in immediate cancellation of work in process and/or removal from the active vendor and bidders list for up to one year.

59.03 The Contractor, its laborers and employees shall not fraternize or otherwise communicate with the students except in cases of safety and like necessities.

59.04 The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo, (objectionable clothing will be determined by the Owner's on-site personnel), or use profanity in any manner while on school property.

59.05 The Contractor shall ensure that its laborers and employees fully comply with all school district policies/regulations pertaining to restrictions that may affect anyone on school district owned property. Examples of these current policies/regulations are:

- a. Each worker must participate in the Owner's Badge Identification Program.
- b. Maintain professional workmanlike attire (see GC - 59.04).
- c. Controlled substances (i.e. tobacco, alcohol, illegal drugs, and dangerous substances) are not allowed on the school/construction site.

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d. Possession of any weapon, including a pocket knife that is not directly used as a tool for the work in progress is not allowed on the school/construction site.

59.06 Removal of a specific person(s) from a project as a result of any condition mentioned above will not relieve the Contractor from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the project.

59.07 During the performance of the work required by the Contract Documents, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site as may be designated from time to time by the Owner. Further, the Contractor and his subcontractors, their employees and agents shall perform the work at such times of the day and days of the week as may be designated by the Owner from time to time.

GC – 60.00 OWNER’S INSPECTION OF CONTRACTOR’S RECORDS:

60.01 The Contractor's records and the records of any of the Contractor's affiliates, subsidiaries or parent companies shall be subject to inspection and audit in connection with the Contract. "Records" shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends, and any other supporting evidence reasonably deemed necessary by the Owner to substantiate charges related to the Contract. All of the foregoing shall be open to inspection and subject to audit and/or reproduction by the Owner or its agent or authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, the appropriateness of any adjusted guaranteed maximum, the quality of the work installed, and/or any invoices, change orders, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract.

END OF GENERAL CONDITIONS

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