

**JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
LAKEWOOD, COLORADO**

GENERAL CONDITIONS OF THE CONTRACT

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1.0 CONTRACT DOCUMENTS

The work shall be accomplished in accordance with the Contract Documents which shall consist of the Invitation to Bid, Instructions to Bidders, Bid Security, Proposal, Notice of Contract Award, Insurance Policies and Certificates, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Agreement for Construction Services, which includes the Summary of Contract Terms, hereinafter referred to as the Agreement, the General Conditions of the Contract, Supplementary General Conditions, drawings and specifications, tests and engineering data, approved change orders, Contractor's Requests for Payment, Architect's Certificates, and all addenda issued by the Owner or Architect prior to the execution of the Agreement and all modifications issued by the Owner or Architect after the execution of the Agreement.

2.0 DEFINITIONS

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

- 2.1** "Contract" or "Contract Documents" shall include the items enumerated in GC-1.00 above.
- 2.2** "Owner" shall mean the Jefferson County School District No.R-1 acting through its duly authorized representatives.
- 2.3** "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.
- 2.4** "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 on the project covered by the Contract.
- 2.5** "Architect" shall mean the architects 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.
- 2.6** "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, if sent by registered or certified mail to the last known business address, or if sent electronically with verification of delivery and read receipt.
- 2.7** "The work" shall mean the construction and services required by the Contract Documents for completion of the project, and includes labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations, whether on or off the project site, and all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, or any other entity for whom the Contractor is responsible.
- 2.8** "The project" is the total construction designed by the Architect of which the work performed under the Contract Documents may be the whole or a part.
- 2.9** The "date of completion" and "finally completed" shall mean the date when construction is certified by the Architect to be finally completed 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.

- 2.10** "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner and/or Architect as a basis for the award of Contract and for construction of the project; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings submitted by the successful Contractor as may be required after the Contract is awarded; (d) drawings furnished by the Owner and/or Architect to the Contractor during the progress of the work; and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Architect.
- 2.11** "Specifications" are the written technical information concerning materials, components, systems, equipment, and manner of installation as indicated on the drawings or plans and which state the quality, performance, characteristics, and installations to be achieved by application of construction methods.
- 2.12** "change order" shall mean a written order to the Contractor signed by the Owner of its authorized agent issued after the execution of the Agreement, authorizing (a) a change in the work, and/or (b) adjustment in the Contract Sum Total and/or Unit Price, and/or (c) a change in the contract time schedule.
- 2.13** "day" or "days" shall mean calendar days. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday, such deadline will be extended to the next day that is not a Saturday, Sunday, or federal or Colorado state holiday.

3.0 ORAL STATEMENTS

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, Architect, Contractor and their representatives, and that oral statements shall not be effective or be construed as being a part of this Contract.

4.0 REFERENCE STANDARDS

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 Documents unless specifically stated otherwise.

5.0 ITEMS COVERED BY CONTRACT PRICE

Unless specifically stated otherwise, the Contractor shall accept the compensation stated in the 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 resulting from the nature of the work, from the elements or from any unforeseen difficulties that may be encountered; all risks of every description connected with the prosecution of the work; all expenses incurred in consequence 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.

6.0 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS

6.1 Execution. The Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Contract Award, the Contractor shall submit to the Owner a minimum of two (2) fully executed original sets of the Construction Agreement; Performance Bond and Labor and Material Payment Bond with original Power of Attorney; 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 Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the work until it receives the Notice to Proceed.

6.2 Correlation. By executing the Agreement, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the work is to be performed, and correlated its observations with the requirements of the Contract Documents.

6.3 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 meaning.

6.3.1 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.

6.3.2 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.

6.3.3 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 Architect.

6.4 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 Architect before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed according to the intent of the Contract Documents.

6.5 Conflict in Interpretation. Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. In the case of a discrepancy or in the event of a conflict between the different Contract Documents, the documents shall take precedence in the following order:

6.5.1 Executed change orders;

6.5.2 Agreement;

6.5.3 Supplementary General Conditions;

6.5.4 General Conditions;

- 6.5.5** Bid addenda;
- 6.5.6** Bid documents..

Where two or more of the Contract Documents are complementary, the more detailed provision shall control over the more general provision..

7.0 DRAWINGS AND SPECIFICATIONS

7.1 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.

7.2 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Architect 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 Architect and the Owner.

7.3 Drawings and Specifications Available on the Site. The Contractor shall maintain at the site for the Owner and the Architect 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, manufacturer's or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the work.

7.4 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 Architect.

7.5 Contractor to Check Drawings and Schedules. The Contractor shall check all dimensions, elevations, and quantities shown on the drawings furnished to them by the Architect, and shall notify the Architect 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 they 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. Any difference, which may be found between an actual dimension and the measurement indicated on the drawing, shall be submitted to the Architect 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 Architect should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

7.6 Detail Drawings and Instructions. The Architect shall furnish with reasonable promptness, 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.

7.7 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 Architect for inspection at all times. Upon completion of the work and before final payment, this Project Record set of drawings and specifications shall be delivered to the Architect. The accuracy of the Project Record Drawings shall be verified monthly as part of the monthly payment application process.

8.0 SHOP DRAWINGS AND SAMPLES

8.1 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. The Owner may require the submission of shop drawing, product data and other submittals in electronic format.

8.2 Samples and Mockups. "Samples" and "Mockups" 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.

8.3 Subcontractor. The Contractor shall require each subcontractor to prepare, stamp with its 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 Architect 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 Architect 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 37](#) hereinafter.

8.3.1 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.

8.3.2 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 and /warranty data are to be submitted to the Contractor and Architect for review and for submission to the Owner at the completion of the work, prior to Owner training being scheduled and prior to final project acceptance.

8.3.3 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.

8.3.4 The shop drawings shall indicate types, gauges, and finish of all materials. 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.

8.3.5 The Contractor shall review for conformity to Contract Documents, approve, stamp, and then submit the shop drawings and samples to the Architect for approval

with copies to the Owner. After review, the Architect will then return the prints to the Contractor with the Architect's appropriate comments. Those returned for correction shall be corrected and resubmitted. Upon receiving the approved prints from the Architect, 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.

8.4 Verification. By approving and submitting shop drawings and samples, whether prepared by the Contractor or a subcontractor, the Contractor thereby represents that it 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 Architect and that it has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

8.5 Architect Review. The Architect 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 information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions. On the completion of the work, the Architect shall be furnished two corrected copies of all shop or setting drawings showing the as-built condition of the work. The Architect, after review, shall submit one of these copies to the Owner.

8.6 Corrections. The Contractor shall make any corrections required by the Architect 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 Architect on previous submissions.

8.7 Contractor's Responsibility. The Architect'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 Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

8.8 Architect 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 Architect. All such portions of the work shall be in accordance with approved shop drawings and samples.

8.8.1 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.

9.0 MATERIALS, LABOR, FACILITIES, AND STORAGE

9.1 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. Unless otherwise stipulated, the Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by it and the subcontractors for their work and shall install and maintain all such facilities in such manner as to protect the public and

workmen 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.

9.1.1 Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by it and the subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by the Owner or the date of final acceptance of the project, whichever shall be the earlier date. Upon completion of the work, the Contractor shall remove all such temporary facilities from the site.

9.2 Materials. All materials shall be new and both workmanship and materials shall be of the specified 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.

9.3 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 a location approved by the Owner and in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may toilet facilities of any existing building at the site of the work be used by employees of the Contractor or subcontractors. Upon completion of the work, all such temporary facilities shall be removed from the site.

9.3.1 The Contractor shall provide suitable temporary facilities and shall maintain on premises watertight storage shed or sheds, tool houses for storage of building materials and tools, which may be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities shall further provide for protection against theft and damage of building materials and tools. Upon completion of the work, the Contractor shall remove all such temporary facilities from the site.

9.3.2 The Contractor shall provide adequate, weatherproofed, heated, and well-lighted office space at the site of the work, for the use of the Architect and the Owner and their representatives.

9.3.3 All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Architect and the Owner.

10.0 EMPLOYEES, LABOR, WORKMANSHIP & SCHOOL SECURITY

10.1 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all its agents and employees. 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. The Owner may require that the Contractor immediately remove from the construction site any employee the Owner or on-site school personnel deem to be incompetent, careless, or otherwise objectionable.

10.2 Qualifications. The Contractor and its subcontractors shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any person

considered by the Architect or the Owner to be unfit or not skilled in the work assigned to him. The Contractor shall also keep its employees and those of its subcontractor from socializing upon the site of the work after normal work hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the site of the work.

10.3 Drug-Free Zone. The Jefferson County School District No. R-1 is a drug-free zone. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all employees, free from the effects of alcohol, controlled substances, and illicit drugs. The use of tobacco products on school district property is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illicit drugs is prohibited on or adjacent to the project site and all 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 state or federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor will strictly enforce this prohibition among its own employees and its subcontractors and their employees at all times. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the site which may have been caused by human error which could be drug or alcohol related or when a supervisor has reasonable suspicion or notice that the employee shows signs of possible intoxication, use, or is under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions will be subject to disciplinary action by their employers up to and including termination and may be denied access to the site of the work. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract without damages or penalty to the Owner.

10.4 Equal Employment. During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status. 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 religion, race, creed, color, sex, sexual orientation, national origin, disability, age, or other legally protected status.

10.5 Criminal Record Verification. Contractor shall not utilize, in the performance of this contract any laborer or employee who has been convicted of a violent crime or a crime of such nature (i.e. child related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct as to be similarly categorized. Contractor shall be required to complete a criminal records check on all

employees who work on the project. Employees who have been convicted of a felony, including crimes that require registration on the National Sexual Offender Registry will not be allowed to work on the project. The Contractor must complete and submit the Owner's Criminal Records Check Certification form prior to starting work.

10.5.1 When there is reasonable doubt regarding a particular person's suitability, a request may be made through the Owner for an approval/opinion prior to the individual beginning work. 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.

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

10.7 Unless otherwise deemed acceptable by the Owner's Representative, the Contractor shall not allow any employee, subcontractor or persons acting on its behalf to wear clothing or caps with other than company. The Contractor shall not allow any employee to use profanity in any manner while on school property or within the presence of students, staff or the general public.

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

10.8.1 Each worker shall participate in the contractors approved identification program.

10.8.2 Maintain professional worker like attire (see GC 10).

10.8.3 Controlled substances (i.e. tobacco, alcohol, illegal drugs, dangerous substances) are not allowed on the school/construction site. (Board Policy)

10.8.4 Possession of any weapon, including a pocketknife, which is not directly used as a tool for the work in progress is not allowed on the school/construction site.

10.8.5 Verification of Criminal Records for all employees who work on site per GC 10.

10.9 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.

10.10 The contractor shall take over and assume all responsibility for the entire premises, provide and maintain all protection as required by the governing laws, rules, regulations and ordinances. The Contractor shall be responsible for any loss or damage caused by its workers to the property of the Owner and shall make good any loss, damage, or injury without cost to the owner, subject to the Builder's Risk Coverages.

10.10.1 Except as otherwise provided in the General Conditions, the Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc., on the site and shall, if it deems it necessary or expedient, employ at its own expense the services of a competent security service. The Owner disclaims all responsibilities for the safety of the work, materials, equipment, tools, etc., or for any

damage, which may be done to same due to theft, or any other cause until such time as the owner formally accepts the completed work.

10.10.2 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulation as outlined below:

10.10.2.1 Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.

10.10.2.2 Private and public streets, sidewalks, roads, etc., shall be protected and maintained during the course of work, and any damage to same shall be repaired by the Contractor at its own expense.

10.10.2.3 Gas line and Boiler work.

10.10.2.4 The Contractor will not do any work on gas lines on or near the building while the building is occupied.

10.10.2.5 No work on the boilers, furnaces, or gas lines will be done without prior notification and approval of the Owner.

10.10.2.6 Boilers and furnaces will not be turned on or off by any Contractor without prior notification and approval of the Owner.

10.10.2.7 When boilers or furnaces are to be turned on or off, the Owner shall be notified in writing and the appropriate Owner personnel will be dispatched to carry out the necessary procedures.

10.10.2.8 The Contractor will be required to accept full responsibility of the keys as issued for access. The contractor will be financially liable for the replacement of lost keys as well as the re-keying of the building to which the keys belong. Contractor agrees to report lost or stolen keys immediately to the Owner. Keys are NOT TO BE DUPLICATED under any circumstances, and Contractor understands that keys must be surrendered immediately upon request.

10.11 Illegal Aliens. The Contractor certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 et seq. The Contractor shall not knowingly (i) employ or contract with an illegal alien to perform Work under the Contract Documents, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform Work under the Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under the Agreement.

11.0 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. They 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, it shall be responsible for any and all liability or loss resulting therefrom unless it promptly gives such information to the Architect in writing.

12.0 SURVEYS, PERMITS, LAWS, AND REGULATIONS

12.1 Surveys. As provided by the Owner, the Contractor shall obtain from the Architect a copy of all surveys describing property lines, elevation benchmarks, physical characteristics, and utility locations.

12.2 The State building permit will be secured and paid for by the Owner.

12.3 Any other local permits, governmental fees, and licenses necessary for the proper execution and completion of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in writing. The Owner is exempt from paying any fee for any building permit issued by any building departments located in Jefferson County. However, the Contractor shall secure such permit from proper governmental agency if requested by Owner, in which case the cost of any such fee shall be verified and paid by the Owner.

12.4 The Owner will negotiate and provide for all permanent 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. In addition, the Contractor will furnish any material or items as required to complete all connections.

12.5 The Contractor shall coordinate and call for all inspections as required by the State Division of Colorado, Fire Safety, State Division of Oil and Public Safety, State Plumbing, State Electrical, local Fire Authority or any other State or local authority having jurisdiction (AHJ) over the work.

12.6 All other required permits shall be taken out and paid for by the Contractor or respective subcontractor as required by the governing public agency. Unless otherwise stipulated the Contractor shall call and pay for all inspections required by the State, Fire Department or public agencies having jurisdiction over the work.

12.7 Laws and Regulations. The Contractor and all subcontractors shall give all notices and comply with all applicable federal and state statutes, rules, regulations, and directives of the State Division of Fire Prevention and Control, and other governmental body having jurisdiction over the work to be performed. If the Contractor observes that the drawings and specifications are at variance therewith, they shall promptly notify the Owner and Architect in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner and Architect, they shall bear all costs arising therefrom and to correct same. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

13.0 BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

13.1 Benchmarks. The Contractor shall properly stake out the work and provide and rigidly set benchmarks and batter boards 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 Architect, 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.

13.2 Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of its 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.

13.3 Measurements. Before ordering any material or performing any work, the Contractor shall verify all measurements at the project and shall be responsible for the accuracy of same. No extra charge or compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications.

13.3.1 Any discrepancies shall be submitted to the Architect and Owner for consideration before proceeding with the work.

14.0 PROTECTION OF PERSONS, WORK, PROPERTY AND STORMWATER MANAGEMENT

14.1 The Contractor shall take all necessary precautions to ensure the safety of all employees and other persons on the Project or who may be affected by the Contractor's Work thereon. The Contractor shall also take all necessary precautions to protect the Work and all temporary facilities, as well as materials, tools, and equipment incorporated therein or to be incorporated therein from damage or destruction, whether in storage on or off the Project site and whether in the custody or control of the Contractor or any of its subcontractors. The Contractor shall also take all necessary precautions to protect all property at the Project site and adjacent thereto not designated for removal, relocation or replacement, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

14.2 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 or 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.

14.3 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. The contractor shall erect and maintain all necessary safeguards for the safety and protection of workmen, 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 its 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 Architect.

14.4 The Contractor shall be liable for all injury, damage or loss to any person or property caused in whole or in part by the Contractor, any of its subcontractors, or any person employed by or under the direction of the Contractor or any of its subcontractors. To the extent possible and unless otherwise directed by the Owner or Architect, the Contractor shall promptly repair, pay for or otherwise remedy any such injury, damage or loss and shall indemnify and hold harmless the Owner against any and all liability, claims, damages, losses and expenses arising therefrom. The terms of this section shall not apply in the case of

injury, damage or loss proximately caused by the acts or omissions of the Owner and/or Architect and not attributable to any fault or negligence of the Contractor.

14.5 In the event of an emergency that threatens the safety or life of any person or threatens to damage or destroy the project and/or any work, materials, equipment or property thereon or to be used thereon, the Contractor shall act at its discretion to prevent such injury, death, damage or destruction. The Contractor shall immediately notify the Owner and Architect in writing of any such emergency and any action taken by the Contractor in response thereto. Any compensation due the Contractor for such emergency action shall be determined by agreement of the Contractor, Owner and Architect, and an appropriate change order shall be issued therefor.

14.6 The contractor is responsible for securing and paying for the State Stormwater Management Permit and/or local Stormwater Management Permit as may be required. The contractor is responsible for ensuring that all the requirements of either the State or local Stormwater Management Permit are strictly followed during construction. The Contractor shall review and follow the Owner's Illicit Discharge reporting procedures in the event of an occurrence.

14.7 The Owner may engage a civil engineer to prepare an erosion control plan as part of the overall contract documents. The Contractor can use or modify the erosion control plan as provided in the contract documents as necessary in its preparation of the Stormwater Management Permit application. However, this does not relieve the Contractor from preparing its own site-specific plan for application submission if no plan is provided in the Contract Documents.

14.8 The Owner or designated owner's representative may inspect the Stormwater Management plan, project site and BMP's and communicate noted deficiencies for corrective measures at any time during the construction project. The Contractor shall be fined up to \$250 dollar per day in addition to any Federal, State or local fines until deficiencies are corrected. The Contractor shall coordinate all inspections required by the State or authority having jurisdiction (AHJ).

14.9 The Owners final acceptance of the project and contractor de-mobilization, does not relieve the Contractor of its responsibilities and duties as required in the permit (i.e. maintain BMP's, regular and post event inspections as defined in the permit, etc.) while the permit is still open. Final acceptance of ground areas including permanent stormwater structures shall only occur after the required vegetation and stabilization has been established. At a minimum, unless necessary due to a storm event, the Contractor is required to conduct monthly inspections of the site and BMP's during this warranty period and make corrective changes to the BMP's or add BMP's as needed.

14.10 The Contractor will notify the Owner in writing when it believes all vegetation and stabilization has reached the contract requirements and they want to close the Stormwater Management Permit. The Owner must be allowed the opportunity to review the site and approve the Contractor's request to close the permit. The Contractor shall not apply to close the Stormwater Management permit without the Owners written approval. It is the Contractor responsibility to remove and dispose of all BMP's after the Stormwater Management Permit has been closed.

14.11 The Contractor shall transmit all inspection reports to the Owner within 7 days of each inspection.

15.0 ACCESS TO WORK

15.1 Access. The Architect, 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 Architect may perform its functions under the Contract Documents.

15.2 Inspection. If the specifications, the Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for checking by the Architect 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 Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

15.2.1 Re-examination of questioned work may be ordered by 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 Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

15.3 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 compressions tests, and air entrainment tests; Steel: tensile tests; Welds: 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.

15.3.1 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.

15.3.2 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 coordinating the testing, providing samples of sufficient size for test purposes and for cooperating with the Owner or its 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.

16.0 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

16.1 During the progress of the work unless otherwise specified, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect and the Owner, are on the project site at all times while work is in progress. The Contractor shall not change the superintendent, except with the consent of the Owner and the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its 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, and all directions given to superintendent shall be as binding as if given to the Contractor. The

Architect and Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

- 16.2** Unless otherwise specified, 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.
- 16.3** The Contractor shall provide full-time, qualified, and efficient supervision of the work, using competent skill and attention. The superintendent shall be knowledgeable and have successfully completed training in Stormwater Management & Erosion Control and OSHA construction safety. The superintendent shall be knowledgeable of all building codes that govern the construction of the project. The superintendent shall direct, schedule, and coordinate the work. The superintendent is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means and methods. The superintendent shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents. The superintendent shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect and the Owner any error, inconsistency, or omission which they may discover.
- 16.4** 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.
- 16.5** 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. Contractor shall lay out the work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the work. Contractor shall determine the commencement and certify the proper completion of the various stages of construction.

17.0 CHANGES IN THE WORK

17.1 Change Orders. The Owner may, at any time, by a written change order directed through the Architect, 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) 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 Architect 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 assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made.

17.2 Minor Changes. In giving instructions, the Architects shall have authority to make minor changes in the work, which do not involve extra cost, and which are not inconsistent with the the intent of the Contract Documents. Otherwise, except in an emergency

endangering life or property, no extra work or change shall be made unless such extra work or change is pursuant to a written order from the Owner signed or countersigned by the Architect, or a written order from the Architect 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.

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

17.3.1 By estimate, with a detailed cost breakdown as set forth in subparagraph 17.3.3. below, and acceptance in a lump sum, with a maximum combined mark-up to the Owner, for the Contractor and all affected subcontractors, not to exceed a total of fifteen percent (15%). Overhead, profit and additional fee on work performed by subcontractors shall include insurance premiums not itemized above, cost of office supervision and assistants, incidental job burdens, and general office expense. The base for applying percentages shall not include the social security tax. Such percentages are as follows:

17.3.1.1 To subcontractors and/or to the contractor for work performed with its own forces, will receive such portion of the Contractor's fee as may be agreed and paid to them by the Contractor.

17.3.1.2 On proposals involving both increases and decreases in the amount of the contract, the overhead, profit and fee will be allowed on any net increase only.

17.3.2 By unit prices named in the Contract or subsequently agreed upon.

17.3.3 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:

17.3.3.1 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;

17.3.3.2 Rental for the use of such items of equipment as have an individual value in excess of Two Thousand Dollars (\$2,000); 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;

17.3.3.3 All proportionate sums paid for royalties, permits, and inspection fees;

17.3.3.4 All proportionate premiums for Public Liability Insurance, Worker's Compensation, and other proper and necessary insurance, as well as all applicable payroll taxes;

17.3.3.5 Either a predetermined lump sum, fixed fee, or a maximum combined fee for the contractor and all affected subcontractors of fifteen percent (15%), which fee shall be applied to the total of paragraphs 17.3.3.1, 17.3.3.2, and 17.3.3.3 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.

17.3.3.6 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.

18.0 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME AND WAIVER OF CONSEQUENTIAL DAMAGES

18.1 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 costs under this Contract which were not included in the original bid, or requires an extension in the Contract time, it shall give the Owner and the Architect written notice thereof no later than seven (7) days after the receipt of such instructions, and in any event before proceeding 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 prior to the execution of the work.

18.2 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 Architect, 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 reasonable time as the Owner may determine.

18.2.1 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 anticipated adverse weather for the area specific to the project 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 climatologically data, U.S. Department of Commerce, for the area specific to the project 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 scheduled activities for fifty-one (51%) or more of the Contractor's scheduled workday. 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.

18.2.2 If unusually adverse weather conditions are a basis of a claim for additional time, the weather experienced at the Project site during the time of construction of the Project adverse weather conditions must exceed the historical adverse weather conditions based on the National Oceanic and atmospheric Administration (NOAA) for the project area and will constitute the base line for monthly weather time evaluations. All subsequent monthly updates of the Contractor's project schedule will incorporate these anticipated adverse weather delays in all weather dependent activities. Actual adverse weather delays must prevent work on critical path schedule activities for fifty-one (51%) or more of the contractor's scheduled workday. The

number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous months), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the actual cumulative number of adverse weather delay days encountered exceed the number of anticipated above, giving full consideration for equivalent fair weather calendar days, either a time extension for an equal number of day or costs for schedule recovery will be considered by the Owner.

18.2.3 All requests for extension of time shall be subject to the Owner's approval and shall be made in writing to the Owner no more than seven (7) days after the occurrence causing the delay; otherwise they shall be waived. Any request for extension of time for a change in the work or for any occurrence allegedly causing a delay as provided for herein must be substantiated by demonstrating the effect of the change or occurrence on the critical path of the Construction Schedule.

18.2.4 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) days after demand is made for them, and not then unless such claim is reasonable.

18.2.5 Should the time for completion of the Contract be extended, the Owner reserves the right to occupy any part of the structure upon written notice to the Contractor from the Architect or the Owner, but only after the Architect has made a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials which are the responsibility of the Contractor. Any such partial occupancy shall not be deemed a waiver of any provision for liquidated damages for delay in final completion.

18.2.6 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.

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

18.4 Waiver of Consequential Damages. Except as may otherwise be provided in the agreement and/or General Conditions for liquidated damages, the Contractor and the Owner waive claims against each other for consequential damages arising out of or relating to the contract, including, without limitation, all consequential damages due to the Owner's termination of the contract.

19.0 HAZARDOUS MATERIALS

19.1 If the Contractor becomes aware of the presence of hazardous materials in any form at the project site including, but not limited to, asbestos or other toxic substances it 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.

19.2 In the event of such discovery not previously identified by the Owner, the Contractor shall not proceed with the Work until they have received written authorization from the

Owner. If the Contractor proceeds with the Work without said authorization, it does so at its own risk.

19.3 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.

19.4 Prior to the start of site investigation or construction the Contractor shall acknowledge that the Contractor, its employees and agents, have reviewed 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. The Contractor assumes responsibility for notification to workers of existing asbestos conditions. Notification shall be made on approved EPA forms and includes posting of notices in accordance with OSHA, EPA and State Health Department guidelines.

19.5 All MSDS documents required by Federal and State law shall be kept available on site in the contractor's trailer or office.

19.6 All hazardous material and waste shall be secured, contained (secondary containment as necessary), labeled properly and used or disposed of in accordance with local, State and Federal regulations.

19.7 The contractor shall be responsible for spill containment, clean up and any other associated costs resulting from an illicit discharge of hazardous materials or waste. The contractor shall review, understand and follow the Owner's illicit discharge reporting procedures.

20.0 CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner and the Architect 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 Architect 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 Contractor has given notice as above required. Such claim for adjustment shall be subject to the Owner's approval and shall be made in writing to the Owner no more than seven (7) days after the identification of the conditions; otherwise such claim shall be deemed waived.

21.0 CORRECTION OF WORK

21.1 Correction of Work Before and After Completion. The Architect 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 Architect 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 the Architect's and/or Owner's consultant's additional services. If the Contractor proceeds to build in or cover the item, which has been rejected, it 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.

21.2 Tests to Determine Conformance. Whenever in the opinion of the Architect 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 Architect by the designated consultant. The cost of the tests will become the Contractor's responsibility if corrections of any nature are recommended by the consultant to the investigated work; otherwise, the Owner will pay for all tests performed.

Should such special testing, inspection, or approval be caused by the Contractor's failure to follow the requirements of the Contract Documents or of required tests under GC 15 testing indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

21.3 Removal of Rejected Work. The Contractor shall promptly remove from the premises all work rejected by the Architect 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.

21.3.1 If the Contractor does not remove such rejected work within a reasonable time, fixed by written notice from the Owner through the Architect, 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) days' time thereafter, the Owner may, upon ten (10) 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 Architect or consultant services. If the net proceeds of sale do not cover all costs, which 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. In addition, the Owner shall have any other remedies that may be available to it.

21.4 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, they 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 the date of final completion and acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

21.5 Failure to Correct the Work. If the Contractor fails to correct such defective or nonconforming work, the Owner may correct it and otherwise proceed against the Contractor for the cost thereof in accordance with the provisions of these General Conditions.

21.6 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct work that has been damaged or is defective or has not been completed in accordance with the Contract Documents, 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.

21.7 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 them by law, special guarantees, warranties, or other rights of the Owner.

22.0 OWNER'S RIGHT TO CARRY OUT WORK

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 they 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 expense 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 Architect'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.

23.0 OWNER'S RIGHT TO TERMINATE CONTRACT

23.1 With Cause. If the Contractor should fail to perform the work with reasonable and due diligence or refuse to supply sufficient skilled works or materials of the proper quality, or should the contractor be adjudged a bankrupt; or it should make a general assignment for the benefit of its creditors without approval of the Owner; or if a receiver should be appointed on account of its insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided; or if it should fail to make prompt payment to subcontractors or for material or labor; or disregard laws, ordinances, or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract; then the Owner, when in its sole opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and its surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finally completed and accepted by the Owner. If the unpaid balance of the Contract sum shall exceed the expense of completing the work, including compensation for additional architectural, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and its surety, if any, shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be determined by the Owner.

23.2 Without Cause. Should conditions arise which in the Owner's opinion make it necessary or advisable to discontinue work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination under this paragraph the Contractor shall be equitably paid for all work properly completed and materials and equipment in conformance with contract documents properly secured at the project site, based upon the approved Schedules of Values.

24.0 PAYMENT

24.1 Schedule of Values. Payments will be made on the valuation of the work done. Before any Request for Payment will be considered, the Contractor shall submit to the Architect 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 labor, material, and equipment costs from Overhead and Profit 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 Architect or the Owner may direct. Each item on the schedule of values shall include its proper share of overhead and profit. This schedule will be used for the estimates and payments provided for in General Conditions. Along with such schedule the Contractor shall submit a schedule of these values of estimated monthly application amounts for the course of the work to assist the Owner in arranging payment.

24.2 Payments to Contractors. Partial payments will be made as the work progresses within fifteen (15) days of the Owner's receipt of the Application for Payment of Contractor, which is properly completed and has been approved by the Architect. If the Owner has an issue with or does not approve the Application for Payment of Contractor, the Owner will notify the contractor in writing. Request for Payment shall be submitted to the Architect on a regularly established monthly schedule approved by the Owner. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations. The Request for Payment shall be based on the same items as 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.

24.2.1 If payments are made on account of materials not incorporated in the work, but delivered and suitably stored at the site, or at some other location that is bonded and insured and 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.

24.2.1.1 Off site stored material must be made available for inspection by owner, architect, consultants and/or contractor prior to pay applications being approved.

24.2.1.2 Material must be clearly identified as property of owner, and stored in a manner as to be easily distinguished from general inventory. This may include the actual development of an area that can be fenced off from other inventory.

24.2.1.3 Request for payment will include all applicable invoices, a bill of sale and a certificate of insurance which states the dollar amount of the stored material. All dollar amounts on invoices, the bill of sale and the insurance certificates shall match exactly the amount being billed for on the application.

The insurance certificate must also name the owner as additionally insured.

24.2.1.4 When requested by owner or architect, general contractor will set up the inspection meeting and general contractor will be present at inspection.

24.2.1.5 Payment applications for shop drawings will be allowed, but not approved for payment until the shop drawings have been submitted to architect, approved by both architect and owner and all corrections have been completed.

24.2.2 Per C.R.S. 24-91-103, 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 completion and acceptance of all work, unless otherwise agreed by Owner, 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 may 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 their subcontractors shall be made in the same manner as provided herein between the Owner and the Contractor.

24.2.3 Per C.R.S. 24-91-105, under any Contract exceeding One Hundred Fifty Thousand Dollars (\$150,000), pursuant to which sums are withheld to assure satisfactory performance, the Contractor may withdraw the whole or any portion of such sums withheld if the Contractor deposits acceptable securities with the Owner in an amount at all times at least equal to the amount withdrawn. All such withdrawals shall be on the Owner's approved forms and shall require that the acceptable securities be endorsed in favor of the Owner, authorizing the Owner to negotiate the acceptable securities and to receive the payments due.

24.2.4 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by a Request for Payment, whether incorporated 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.

24.3 Certificates for Payments. No Request for Payment shall be submitted to the Owner until and unless it has been certified by the Architect. No Certificate for a progress payment, nor 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.

24.4 Payments Withheld. The Owner may withhold payment or the Architect may decline to issue a Certificate for Payment in whole or in part, or the Architect 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:

24.4.1 Defective work not remedied;

24.4.2 Claims filed or reasonable evidence indicating probable filing of claims;

24.4.3 Failure of the Contractor to make payments properly to subcontractors or material or labor;

24.4.4 A reasonable doubt that the Contract can be completed for the balance then unpaid;

24.4.5 Damage to another contractor;

24.4.6 Failure of the Contractor to prosecute any portion of the work in a timely manner or in compliance with any approved schedules;

24.4.7 Failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including, without limitation, monthly schedule status updates, schedule of values, current as-built documentation, or request for approval of subcontractors.

25.0 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

25.1 The Contractor shall submit, prior to Notice to Proceed in a format acceptable to the Owner, a construction schedule for the project. This schedule shall start with the date of the Notice of Contract Award, and the completion date shall be the date specified in the Construction Agreement. The schedule shall portray fully a timetable representing the various activities in the schedule of values and shall include submittal schedule and long lead material activities. The schedule shall include all Owner activities that may affect the progress of work such as academic testing dates, student registration, no school, teacher in-service, etc. The contractor's schedule shall include activity dependencies and logic to clearly indicate the projects Critical Path activities. The time shown between the starting and completion dates of the various activities within the schedule shall represent one hundred percent (100%) completion of each activity. Additional detailed schedules of separate activities of 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 at a minimum every month during the progress of the work or when the actual progress, in the opinion of the Architect or the Owner, varies materially from the last monthly schedule status update. At each weekly Owner, Architect, Contractor meeting the Contractor is required to present a 3 week short interval schedule detailing the upcoming work.

25.2 The Contractor shall submit with its “Application of Payment for Contractor” the monthly statused schedule reflecting the work in place. The monthly statused schedule shall depict progress and percentage of completion of activities consistent with the values and amounts contained in the “Application of Payment for Contractor”. The Contractor's subcontractors shall be supplied copies of the accepted schedule. Failure to submit a monthly statused schedule update shall be deemed cause to reject Requests for Payment or to withhold partial payment as deemed necessary by the Owner.

25.3 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 of 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.

26.0 INSURANCE

26.1 The Contractor shall purchase and maintain, without interruption, throughout the term of the Contract and for a period of one (1) year following the date of Final Acceptance of the Work, such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Construction Agreement. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”. If the coverage is written on a “claims made” basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Construction Agreement and is in effect for a period of three years from the date of final acceptance of the Work. All such insurance shall be subject to the approval of the Owner for adequacy of protection. The contractor shall ensure that any cancellation or change in insurance shall be made in writing to the Owner thirty (30) days' prior the change.

26.2 During the term of the Contract and for a period of one (1) year following the date of Final Acceptance of the Work, the Contractor shall not cancel or refuse to renew the liability insurance required above without the written approval of the Owner, which approval may be withheld at the sole discretion of the Owner. With each Request for Payment submitted by the Contractor, the Contractor shall submit an updated and current certificate of insurance or other evidence, to the reasonable satisfaction of the Owner, evidencing the liability insurance coverage required herein. The Contractor shall notify the Owner immediately upon receipt of any notice from the insurer of any cancellation, termination, or non-renewal of the policy.

26.3 Contractor’s Commercial General Liability Insurance Requirements. The Contractor shall procure and maintain, at its own expense, Contractor's Commercial General Liability Insurance as hereinafter specified. The liability insurance shall be issued to the Contractor and protecting it from all claims for bodily injury, including death, and property damage arising out of or in connection with any operations under this Construction Agreement, whether such operations be by itself or by a subcontractor under it, or anyone directly or

indirectly employed by the Contractor or by a subcontractor under it, or by anyone for whose acts by them may be liable.

26.3.1 All such insurance shall be written with a limit of liability in the amount identified in the Summary of Contract Terms for all damages arising out of bodily injury, including death, at any time resulting therefrom, and property damage up to the amount specified in the Summary of Contract Terms.

26.3.2 The following coverages shall be included in the Commercial General Liability Insurance:

26.3.2.1 Per project general aggregate (CG 25 03 or similar)

26.3.2.2 Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 10/01 and CG 203710/01 or equivalent as permitted by law.

26.3.2.3 The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.

26.3.2.4 Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form 2010 2004 edition or equivalent)

26.3.2.5 Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 20014 edition or equivalent)

26.3.2.6 A waiver of subrogation in favor of all Additional Insured parties.

26.3.2.7 Personal/Advertising Injury Liability

26.3.2.8 Contractual Liability coverage to support Contractor's indemnification obligations

26.3.2.9 Explosion, collapse and underground (xcu)

26.3.2.10 Independent contractors

26.3.2.11 Products/Completed Operations

26.3.2.12 Premises and Operations

26.3.2.13 Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition or equivalent).

26.3.3 The following exclusionary endorsements are prohibited in the Commercial General Liability Insurance policy:

26.3.3.1 Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)

26.3.3.2 Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

26.4

26.5 Workers' Compensation Insurance. The Contractor shall maintain at its own expense, until completion of the work and final acceptance thereof by the Owner, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Colorado and

Employer's Liability as defined in the Summary of Contract Terms. Such policy shall contain a waiver of subrogation in favor of the Owner. It is the Contractor's responsibility to ensure that its subcontractors and suppliers shall require that all Workers' Compensation Insurance rights of recovery against the owner, including any insurance rights subrogation against the Owner are expressly waived, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractor's employees. The Contractor shall furnish the Owner with a certificate giving evidence that the Contractor is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. All such certificates shall be furnished within ten (10) days after the date of the Notice of Award.

26.6 Builder's Risk Completed Value Insurance/Installation Floater Insurance. The Owner shall pay for and maintain Builder's Risk Completed Value Insurance/Installation Floater Insurance, insuring property of every kind and description to be incorporated into the work, including materials and supplies, used or to be used, as part of or incidental to the construction operations. The insurance shall exclude the Contractor's and its subcontractors' equipment, tools, and 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 provide coverage against physical loss or damage caused by fire, theft, vandalism, malicious mischief, collapse, and "extended coverages." The insurance shall include a minimum deductible of \$5,000. The Contractor shall pay costs not covered because of such deductibles. The Builder's Risk Insurance shall remain in effect until 12:00 noon on the day following the date 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.

26.6.1 A loss insured under the Owner's Builder's Risk Insurance shall be adjusted by the Owner and made payable to the Owner on behalf of the Contractor and its subcontractors as their interests may appear. The Contractor shall pay subcontractors their just portions of any insurance proceeds received by the Owner and paid to the Contractor.

26.6.2 Unless the Owner agrees otherwise, in writing, all monies received shall be applied toward rebuilding or repairing the destroyed or damaged work.

26.6.3 The Contractor and its 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 its subcontractors, sub-subcontractors, agents, and employees of any of them.

26.7 Comprehensive Automobile Liability. The Contractor shall pay for and maintain Comprehensive Automobile Liability Insurance, including owned, non owned, and hired vehicles in the following amounts:

26.7.1 Bodily Injury and Property Damage as defined in the Summary of Contract Terms.

26.7.2 If approved in writing by the Owner prior to the execution of the Agreement, a general liability non-owned automobile endorsement may be accepted for non-owned automobile operations, which are incidental to the project.

26.7.3 If approved in writing by the Owner prior to the execution of the Agreement, personal automobile liability insurance may be approved for incidental automobile operations for specifically identified individuals working on the project.

26.8 Contractor's Pollution Liability

26.8.1 The Contractor shall procure and maintain, at its own expense, Contractor's Pollution Liability Insurance as hereinafter specified. The liability insurance shall be issued to the Contractor protecting it from all claims that involve pollution risk to the environment or losses caused by pollution conditions, including asbestos, with coverage for bodily injury, property damage, defense costs, clean up costs, and completed operations that arise from the operations of the Contractor as described in the Scope of Services section of this contract, whether such operations be by itself or by a subcontractor under it, or anyone directly or indirectly employed by the Contractor or by a subcontractor under it, or by anyone for whose acts by them may be liable. Policy shall cover the Contractor's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).

26.8.2 Policy shall provide for provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.

26.8.3 The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

26.8.4 If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

26.8.5 The policy shall be endorsed to include the following as Additional Insured requirements: "Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

26.8.6 If the Scope of Services in this Contract requires the transportation of any hazardous material or regulated substances, the Contractor shall carry Automobile Liability with a CA 9948 endorsement (or its equivalent)

26.8.7 All such Contractor's Pollution Insurance shall be written with a limit of liability in the amount identified in the Summary of Contract Terms for all damages arising out of bodily injury, including death, at any time resulting therefrom, and property damage up to the amount specified in the Summary of Contract Terms.

26.9 The parties hereto understand and agree that the additional insured Owner is relying on and does not waive or intend to waive by this Contract any provision hereof, including the provision of this section, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner.

26.10 With each Request for Payment submitted by the Contractor, the Contractor shall submit an updated and current certificate of insurance or other evidence, to the reasonable satisfaction of the Owner, evidencing the liability insurance coverage required herein. The

Contractor shall notify the Owner immediately upon receipt of any notice from the insurer of any cancellation, termination, or non-renewal of the policy.

26.11 Insurance Companies. The Owner will accept the policies written only by insurance companies legally authorized in the State of Colorado and rated in Best's Insurance Guide (latest edition), not lower than A- or have a Best's Financial Rating of at least X.

26.12 The Contractor accepts full responsibility for confirmation of any subcontractor required insurance coverage

26.13 The Owner does not in any way intend to limit liability limits beyond its minimum requirements contained in this contract. Should the contractor choose to provide limits in excess of the required limits. No other limitations of liability, except for those contained and specified in the Summary of Contract Terms section identifying the required insurance liability limits, shall be allowed under this contract.

26.14 If professional liability, commercial general liability, contractor's pollution liability, or contractor's pollution legal liability is provided via a claims made policy, coverage must remain in force with a one year extended reporting period from the date of final acceptance. All extended reporting periods or coverage extensions shall be confirmed in writing with the Owner. For all cancelled and/or nonrenewed "claims made" policies, the CONSULTANT shall purchase "tail" coverage that will remain in effect for a minimum of one year following the cancellation/nonrenewal/expiration date of the policy or the date of final acceptance. The OWNER must be named as an additional insured on this "tail" coverage for commercial general liability and contractor's pollution liability.

27.0 PERFORMANCE AND PAYMENT BONDS

27.1 The Contractor shall, within ten (10) days of the Notice of Contract Award, 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 and with such sureties as it 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 its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or their 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, as adjusted by approved change orders, and together with interest as provided by law. 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 its Contract, which may be called to its attention within a period of twelve (12) months following the date of the Letter of Acceptance.

27.2 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- or have a Best's Financial Rating of at least X. 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) days after receipt of written notice to do so.

27.3 Subcontractors, if solely 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.

27.4 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.

28.0 SUBCONTRACTS

28.1 The Contractor shall, within twenty-four (24) hours following the bid opening, provide to the Owner the entire list of subcontractors and suppliers of labor and materials whose quotations it has used in preparation of its bid. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing on the standard form "Request for Approval of Subcontractors" the names of subcontractors proposed for the project. Any deviation from the original subcontractor and supplier list will not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

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

28.3 The Owner shall, on request, furnish to a subcontractor, wherever practicable, evidence of the amounts certified on its account. The Contractor agrees that it is as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

28.4 The Contractor, at the conclusion of the work and before final payment is made, shall furnish to the Owner a listing, giving names, contact persons, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor and materials on the project with identification of the services rendered and materials provided.

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

29.0 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

29.1 The Contractor agrees to bind every subcontractor by a written agreement and require in its contracts that every subcontractor be bound by the terms of the Construction Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications as far as applicable to its work, including the following provisions of this Article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

29.2 Each subcontractor shall agree with the Contractor:

29.2.1 To be bound to the Contractor by the terms of the Construction Agreement, General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications, and any other Contract Documents, and to assume toward him all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner;

29.2.2 To preserve and protect the rights of the Owner and the Architect under the Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

29.2.3 To perform all work in accordance with the requirements of the Contract Documents;

29.2.4 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;

29.2.5 To make all claims for changes in work, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions of the Contract 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.

29.2.6 To purchase and maintain for the duration of the project and the completion of the work and any warranty periods such insurance as required by Contractor in Article 26 of the General Conditions of the Contract.

29.3 The Contractor agrees:

29.3.1 To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions of the Contract, the Supplementary General Conditions, the drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

29.3.2 To pay the subcontractor not later than seven (7) calendar days immediately following the payment of each certificate issued 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.

29.3.3 To pay the subcontractor, upon the payment of Certificates, if issued otherwise than as above, so that at all times the Contractor's total payments shall be as large in proportion to the value of the work done by it as the total amount certified to the Contractor is to the value of the work done by the subcontractor.

29.3.4 To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.

29.3.5 To pay the subcontractor a just share of any insurance payment received by the Contractor, applicable to work performed by such subcontractor.

29.4 The Owner may require the Contractor to submit verified documentation evidencing that full and timely payments have been made to the subcontractors and suppliers and/or that legal justification exists for withholding payments. In addition, the Owner may contact the subcontractors and suppliers directly to obtain verification that payments have been made as required by law or the Contract Documents.

29.5 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.

29.6 The Contractor shall arrange for the foreman of each subcontractor (mechanical, electrical, masonry, plastering, painting, etc.) on the job to meet with the Architect at the job prior to any work being started by this particular subcontractor so that all phases of the subcontractor's work can be thoroughly discussed and the quality of materials and workmanship expected can be completely understood and agreed upon.

30.0 ARCHITECT'S STATUS AND INSPECTIONS

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

30.2 Decisions. The Architect 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 Architect 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 Architect's decisions in matters relating to artistic effect, after consultation with the Owner, shall be final, if within the terms of the Contract Documents.

30.3 Inspections. The Contractor shall provide timely notice to the Architect when inspections are desirable or required by the terms of the Contract Documents or the Architect's Agreement with the Owner and shall coordinate all inspections that are required by law as well as those inspections that the Owner contracts separately to be completed. Such notice also shall be given to the Owner's identified inspecting firm in order to allow for the following reviews and inspections, among others:

30.3.1 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;

30.3.2 Inspection of load-bearing surfaces or excavations before footings are poured;

30.3.3 Inspection of reinforcing steel after installation and before concrete is poured;

30.3.4 Inspection of structural and architectural concrete before, during, and after pouring;

30.3.5 Evaluation of all laboratory reports;

30.3.6 Inspection of structural steel after erection and prior to its being covered or enclosed;

30.3.7 Inspection of mechanical work following its installation and prior to its being covered and enclosed;

30.3.8 Inspection of electrical work following its installation and prior to its being covered or enclosed; and

30.3.9 Inspection of exposed surfaces for compliance with the Contract Documents.

31.0 CASH ALLOWANCES

The Contractor shall include in the Contract sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the Contract sum and not in the allowance. The Contractor shall cause the work covered by these allowances to be performed for such amounts and by such persons as the Owner or Architect may direct, but the Contractor will not be required to employ persons against whom it makes a reasonable objection. If the cost, when determined, is more than or less than the allowance, the Contract sum shall be adjusted accordingly by change order which will include additional handling costs on the site, labor, installation costs, overhead, profit, and other expenses resulting to the Contractor from any increase over the original allowance.

32.0 USE OF PREMISES

The Contractor shall confine its equipment, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the premises with its materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of persons or property. During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and its 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. 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 its personnel or any subcontractor personnel.

33.0 CUTTING, PATCHING, AND EXCAVATING

33.1 The Contractor shall do all cutting, fitting, or patching of the work that may be required to make its several parts come together properly and fit it to receive or be received by work of the subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed project.

33.2 Any cost caused by defective or improperly timed work shall be borne by the party responsible therefor. 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 Architect.

33.3 The Contractor and each subcontractor shall leave all chases, holes, or openings straight, true, and of proper size in its own work, or cut the same in existing work as may be necessary for the proper installation of its own or another contractor's or subcontractor's work, consulting with the Architect and the Contractor regarding proper location and size of same. In case of a failure to leave or cut same in the proper place, the Contractor or subcontractors shall cut them afterward at their own expense. No excessive cutting will be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Architect. After such work has been installed, the

Contractor and subcontractors shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of the specifications shall include all cutting, patching, and excavating for that section unless specifically stated to the contrary.

34.0 CLEANING UP

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

34.2 All doors and wall coverings shall be left thoroughly clean and finished; all walls and ledges shall be dusted; all plumbing fixtures shall be cleaned; all hardware shall be free of all labels, paint, stains, dust, dirt, and the like; all marks, stains, fingerprints, other oil, and dirt shall be removed from painted, decorated, or natural finish work and the building will be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

35.0 SALES AND USE TAX

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 typically exempt from the payment of any State sales and State 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.

36.0 APPROVAL OF SUBSTITUTIONS

36.1 The Contractor will be held to have used in its base proposal and to furnish under the Contract those items of equipment and/or materials which are specifically identified in the specifications by a manufacturer's name, model, or catalog number. Items of equipment of the Contractor's choice may be offered as alternates to the items named in the specifications by submitting with the proposal and on the form provided, identifying data on the articles proposed, together with a statement of the amount of addition or deduction from the base bid if the bidder's alternate is accepted. Prior approval by the Architect is not required on items submitted as alternate bids. After execution of the Construction Agreement, 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 and the Architect 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 be required to be based upon one or more of the following grounds for justification: the submitted 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 Architect for initial review, before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of materials or methods will be allowed for any items specified in the Contract Documents.

36.2 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. All approved substitutions will be documented by the issuance of a formal change order as provided in these General Conditions.

37.0 OCCUPANCY

The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the work and to place and install, subject to reasonable restrictions, 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, when practicable, the Architect 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](#), claims for extra cost or additional time, herein.

38.0 DAMAGE TO UTILITIES

38.1 The Contractor shall take adequate precautions to protect existing utilities on and off the site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at its own expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network damaged by reason of its work.

38.2 The location and extent of underground utilities and 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.

38.3 Active underground utilities 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 Architect and shall not proceed further until directed to do so.

38.4 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.

39.0 PROJECT SIGN

If required by the specifications, the Contractor shall provide a project sign. Unless approved in advance by the Owner no other advertising is permitted on the project site.

40.0 BLASTING

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 Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval three (3) days prior to the proposed use of such explosives.

41.0 HISTORICAL DATA

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 job with identification of the services rendered. There shall be provided one (1) electronic copy for the Architect and two (2) paper copies for the Owner. All copies shall be delivered to the Architect for review and distribution.

42.0 COMMISSIONING AND TESTING OF BUILDING SYSTEMS

Consistent with the Contract Documents and the applicable codes, the Contractor shall submit a written plan prior to completion and acceptance for the commissioning and 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 authority having jurisdiction, the consultant, and representative of the Owner. As part of the Operating and Maintenance submittals, a written report shall be filed in the office of Design and Construction Management, Jefferson County School District No. R-1, recording each test, and signed by the consultant.

43.0 TEMPORARY OR TRIAL USAGE

43.1 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 Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty periods.

43.2 The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect 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. If the Contractor so elects, they may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Architect's prior approval and under their observation.

43.3 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 Architect 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.

44.0 ASSIGNMENT

The Contractor shall not assign its interests herein in whole or in part without the written consent of the Owner; nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

45.0 SEPARATE CONTRACTS

45.1 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. The Contractor shall properly connect and coordinate its work with the work of other contractors.

45.2 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 Architect any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects that may subsequently develop in the other contractor's work.

45.3 To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner through the Architect any discrepancy between the executed work and the Contract Documents.

46.0 CONTRACTORS' MUTUAL RESPONSIBILITY

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 its 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 it 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.

47.0 LIENS

It is hereby mutually understood by and between the parties hereto that no Contractor, subcontractor, supplier, vendor, 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. It is the Contractor's responsibility to notify all

subcontractors, vendors, laborers, mechanics, or other persons of this contract provision. The Contractor will be responsible for any and all costs incurred by the Owner having to address any liens.

48.0 WORK IN EXISTING BUILDING

48.1 In addition to all other requirements of the Contract Documents, if the work involves an addition or alteration to an existing building, the Contractor shall erect and maintain during the progress of the work, suitable dustproof 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 different or extended hours to avoid disruption to other activities within the existing building. Contractor shall protect and keep from harm all occupants of an existing building from construction activities, and shall include a safe pathway into and out of the school.

48.2 If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dustproof partitions and well ventilated. All remodeling work shall be scheduled and submitted to the Owner and Architect for approval. The various contractors shall schedule their work jointly, in order that each may accomplish their 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.

48.3 Existing building systems, such as fire alarm, temperature controls and air distribution, security systems, public announcement systems, irrigation systems, and the like, shall be demonstrated and noted by Owner to the Contractor as operational prior to Contractor's commencing the Work and Contractor may participate in observation of such systems. Such systems are the responsibility of the Contractor to maintain in pre-construction condition.

49.0 INDEMNIFICATION

49.1 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and, not excluding the Owner's right to participate, defend Owner its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project, hereinafter referred to as indemnitee, from ALL suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agenda, and volunteers for losses arising from the work performed by the Contractor for the Owner. The indemnification requirement and obligation shall extend

beyond and be separate from any specified insurance liability limits contained in this agreement. This specific indemnification by the Contractor is in addition to and not in lieu of other remedies, which may be available to the Owner. This provision shall survive the termination of the contract

49.2 The obligations of the Contractor under this Article shall not extend to and will be reduced by the liability of the Architect or the Architect's Consultants to the extent directly attributable to and proximately caused by (A) the negligent preparation or approval of drawings or specifications, or (B) errors or omissions in written directions or instructions given by the Architect or the Architect's Consultants.

50.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

It is understood and agreed that completion of the entire Project within the time specified in the Construction Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the entire project is not completed within the specified time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the Owner liquidated damages in the sum set forth in the Construction Agreement for each calendar day, if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of these General Conditions of the Contract, and the date of final completion when the entire Project is finally accepted within the meaning of the acceptance and final payment provision of these General Conditions of the Contract. If the Contractor fails to pay such liquidated damages promptly upon demand therefor, the surety on the Contractor's performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payment due the Contractor. No changes in the Work shall extend the time for completion or the contract schedule unless set forth in a properly approved change order.

51.0 ACCEPTANCE AND FINAL PAYMENT

51.1 Within fifteen (15) days of written notice from the Contractor of final completion of the work and before final acceptance thereof, a final inspection shall be made by the Architect accompanied by the Owner to determine whether the work has been completed in accordance with the Contract Documents. A written Report of Inspection and detailed "punch list," certified as to contents and date of inspection, shall be completed by the Owner and the Architect and delivered or mailed to the Contractor.

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

51.3 Upon submission of the final Request for Payment, the time of final settlement for the work shall be established and shall, thereafter, be advertised by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement. Final payment and settlement shall be made at the time of final settlement as advertised, or as soon thereafter as appropriate and practicable, in the judgment of the Owner. The Owner shall not authorize final payment until all items on the final punch list are complete, all operations and maintenance manuals accepted, all Owner training is complete, and all as-built and close out documents are filed with the Owner.

51.4 If any unpaid claim for labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor, 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. 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 their 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 Contractor's 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. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

51.5 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 claim, including all costs and attorneys' fees incurred by the Owner as a result of the Contractor's default in such respect.

51.6 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.

51.7 The Contractor, at the conclusion of the work and before final payment is made, shall furnish a listing, giving 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.

51.8 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 costs, that was installed in the project.

52.0 WARRANTIES ON PORTIONS OF THE WORK

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 Architect 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 the Contract. Whenever guarantees or warranties are required by the specifications for a longer period than one year, such longer period shall govern.

53.0 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

53.1 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 workmanship defects and defects in materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended.

53.2 Neither the Architect'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 the warranty and guarantee hereunder or for faulty materials or workmanship, and, unless otherwise agreed, they unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of one (1) year from the date set forth in the Letter of Acceptance of its work.

- 53.3** After the work has been accepted by the Architect and the Owner, the Owner, the Architect, and the Contractor together shall make one (1) complete inspection of the work. The inspection shall be made approximately eleven (11) months after the final acceptance of the work. The Architect shall make a written report of the inspection, certified as to contents and date of inspection, and forward the report by mail to the Owner and the Contractor within seven (7) 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 complete all such remedial work within 30 calendar days in a manner acceptable to the Owner.
- 53.4** 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) 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.

54.0 LIMITATION OF ACTIONS AND VENUE

- 54.1** Any actions against the Contractor, its subcontractors, suppliers, or others providing materials or services for the project, brought to recover damages for injury to person, damage to property, including loss or damage to the property or the project itself, 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.
- 54.2** In no case shall such an action be brought more than ten (10) years after the final completion and acceptance of the project; provided, however, that in any case where the cause of action arises during the tenth year, such action shall be brought within six (6) years after such cause of action arises and the nature and extent are fully discovered by the Owner.

55.0 SOIL TEST REPORT

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 reports, if accomplished, will be bound into the specifications and 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 Architect do not guarantee its 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.

56.0 EXPEDITING MATERIALS

The Contractor shall, immediately after receipt of Notice of Contract Award and approval of its list of subcontractors, material suppliers, and required shop drawings, place orders for all equipment, materials, and supplies required for the work. The Contractor shall, when requested, submit to the Owner 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 project; and shall properly store and protect same at its expense and in accordance with these General Conditions, either at the project site or elsewhere as approved by the Architect.

57.0 MISCELLANEOUS KEYS, SWITCHES, ETC.

Except as otherwise specifically required by the Project Technical Specifications at the completion of the project, 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 turned over to the Architect for transmittal to the Owner.

58.0 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

58.1 In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. Owner, in Owner's sole discretion after consultation with the State of Colorado, shall have the right to waive the eighty percent requirement if, in the Owner's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Section 53.01 would create an undue burden that would substantially prevent a project from proceeding to completion. Owner shall not impose contractual damages on Contractor for a delay in the Work due to the Owner's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, 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.

58.2 In compliance with C. R.S § 8-18-101, if any of the work includes a contract for commodities and services, preference shall be given to a resident bidder (as defined in GC 59.3) against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident.

58.3 In compliance with C. R.S §§ 8-19-101 and -102 , 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 six (6) of the eight (8) quarters immediately prior to bidding on the work.

59.0 LABOR DISPUTES

59.1 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 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.

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