

<b>GC 1.0</b>	<b>CONTRACT DOCUMENTS</b>	<b>1</b>
<b>GC 2.0</b>	<b>DEFINITIONS</b>	<b>1</b>
<b>GC 3.0</b>	<b>ORAL STATEMENTS</b>	<b>3</b>
<b>GC 4.0</b>	<b>REFERENCE STANDARDS</b>	<b>3</b>
<b>GC 5.0</b>	<b>ITEMS COVERED BY CONTRACT PRICE</b>	<b>4</b>
<b>GC 6.0</b>	<b>CASH ALLOWANCES</b>	<b>4</b>
<b>GC 7.0</b>	<b>EXECUTION, CORRELATION, INTENT AND INTERPRETATION</b>	<b>4</b>
<b>GC 8.0</b>	<b>DRAWINGS AND SPECIFICATIONS</b>	<b>6</b>
<b>GC 9.0</b>	<b>SHOP DRAWINGS AND SAMPLES</b>	<b>7</b>
<b>GC 10.0</b>	<b>APPROVAL OF SUBSTITUTIONS</b>	<b>9</b>
<b>GC 11.0</b>	<b>MATERIALS, LABOR, FACILITIES AND STORAGE</b>	<b>10</b>
<b>GC 12.0</b>	<b>EMPLOYEES</b>	<b>11</b>
<b>GC 13.0</b>	<b>ROYALTIES AND PATENTS</b>	<b>12</b>
<b>GC 14.0</b>	<b>SURVEYS, PERMITS AND INSPECTIONS</b>	<b>12</b>
<b>GC 15.0</b>	<b>STATUTES, ORDINANCES AND REGULATIONS</b>	<b>13</b>
<b>GC 16.0</b>	<b>SALES AND USE TAXES</b>	<b>13</b>
<b>GC 17.0</b>	<b>BENCHMARKS, MONUMENTS, STAKES AND MEASUREMENTS</b>	<b>14</b>
<b>GC 18.0</b>	<b>PROTECTION OF WORK AND PROPERTY</b>	<b>14</b>
<b>GC 19.0</b>	<b>ACCESS TO WORK</b>	<b>15</b>
<b>GC 20.0</b>	<b>CONTRACTOR'S ON-SITE SUPERINTENDENCE AND MANAGEMENT</b>	<b>16</b>
<b>GC 21.0</b>	<b>CHANGES IN THE WORK</b>	<b>17</b>

---

<b>GC 22.0</b>	<b>CLAIMS FOR EXTRA COST OR ADDITIONAL TIME</b>	<b>18</b>
<b>GC 23.0</b>	<b>HAZARDOUS MATERIALS</b>	<b>20</b>
<b>GC 24.0</b>	<b>CHANGED CONDITIONS</b>	<b>20</b>
<b>GC 25.0</b>	<b>CORRECTION OF WORK</b>	<b>20</b>
<b>GC 26.0</b>	<b>DISTRICT'S RIGHT TO CARRY OUT WORK</b>	<b>22</b>
<b>GC 27.0</b>	<b>DISTRICT'S TERMINATION WITHOUT CAUSE</b>	<b>22</b>
<b>GC 28.0</b>	<b>DISTRICT'S TERMINATION FOR CONTRACTOR'S BREACH</b>	<b>22</b>
<b>GC 29.0</b>	<b>CONTRACTOR'S TERMINATION FOR DISTRICT'S BREACH</b>	<b>23</b>
<b>GC 30.0</b>	<b>PAYMENT</b>	<b>23</b>
<b>GC 31.0</b>	<b>CONSTRUCTION SCHEDULE AND MONTHLY UPDATE REPORTS</b>	<b>26</b>
<b>GC 32.0</b>	<b>INDEMNIFICATION</b>	<b>27</b>
<b>GC 33.0</b>	<b>INSURANCE</b>	<b>27</b>
<b>GC 34.0</b>	<b>PERFORMANCE AND PAYMENT BONDS</b>	<b>29</b>
<b>GC 35.0</b>	<b>SUBCONTRACTS</b>	<b>30</b>
<b>GC 36.0</b>	<b>RELATIONS OF CONTRACTOR AND SUBCONTRACTOR</b>	<b>31</b>
<b>GC 37.0</b>	<b>ARCHITECT/CONSULTANT'S STATUS AND INSPECTIONS</b>	<b>32</b>
<b>GC 38.0</b>	<b>USE OF PREMISES</b>	<b>33</b>
<b>GC 39.0</b>	<b>WORK IN EXISTING BUILDINGS</b>	<b>33</b>
<b>GC 40.0</b>	<b>CUTTING, PATCHING, AND EXCAVATION</b>	<b>34</b>
<b>GC 41.0</b>	<b>CLEANING UP</b>	<b>34</b>
<b>GC 42.0</b>	<b>OCCUPANCY</b>	<b>35</b>

---

---

<b>GC 43.0</b>	<b>DAMAGE TO UTILITIES</b>	<b>35</b>
<b>GC 44.0</b>	<b>BLASTING</b>	<b>36</b>
<b>GC 45.0</b>	<b>TESTING OF BUILDING SYSTEMS</b>	<b>36</b>
<b>GC 46.0</b>	<b>TEMPORARY OR TRIAL USAGE</b>	<b>36</b>
<b>GC 47.0</b>	<b>SEPARATE CONTRACTS</b>	<b>37</b>
<b>GC 48.0</b>	<b>CONTRACTORS' MUTUAL RESPONSIBILITY</b>	<b>37</b>
<b>GC 49.0</b>	<b>LIENS</b>	<b>37</b>
<b>GC 50.0</b>	<b>COMPLETION, ACCEPTANCE AND FINAL PAYMENT</b>	<b>38</b>
<b>GC 51.0</b>	<b>DIRECTORY OF SUBCONTRACTORS AND MATERIAL SUPPLIERS</b>	<b>39</b>
<b>GC 52.0</b>	<b>WARRANTIES ON PORTIONS OF THE WORK</b>	<b>40</b>
<b>GC 53.0</b>	<b>CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION</b>	<b>40</b>
<b>GC 54.0</b>	<b>LIMITATION OF ACTIONS AND VENUE</b>	<b>41</b>
<b>GC 55.0</b>	<b>GEOTECHNICAL INVESTIGATION REPORT</b>	<b>41</b>
<b>GC 56.0</b>	<b>EXPEDITING MATERIALS</b>	<b>41</b>
<b>GC 57.0</b>	<b>MISCELLANEOUS KEYS, SWITCHES, ETC.</b>	<b>42</b>
<b>GC 58.0</b>	<b>PREFERENCE FOR COLORADO LABOR, MATERIALS &amp; BIDDERS</b>	<b>42</b>
<b>GC 59.0</b>	<b>LABOR DISPUTES</b>	<b>42</b>
<b>GC 60.0</b>	<b>LABOR , WORKMANSHIP AND SCHOOL SECURITY</b>	<b>43</b>

---

**Arapahoe County District No. 6  
(Littleton Public Schools)**

**GC 1.0 CONTRACT DOCUMENTS**

- 1.1 The work shall be accomplished in accordance with the Contract Documents identified in the Owner-Contractor Agreement. If not so identified in the Agreement, the **Contract Documents** shall consist of: the Request For Proposal or the Invitation To Bid, including Instructions to Bidders; Contractor's Proposal; all addenda issued by the Architect/Consultant or the District prior to the awarding of the Contract; Bid Security, if any; Notice Of Award; Notice To Proceed; Insurance certificates and policies; Performance Bond and Labor and Material Payment Bond; the Owner-Contractor Agreement; the General Conditions of the Contract; Supplementary General Conditions; Drawings and Specifications; approved Change Orders; Architect's Supplemental Instructions; the Architect's/Consultant's written responses to Requests For Information; Contractor's Applications for Payment and Architect's Certificates for Payment; building or site surveys; and tests and engineering data. The Owner's Geotechnical Investigation and Engineering soils Report is specifically excluded from the Contract Documents.
- 1.2 Except as provided otherwise in the Owner-Contractor Agreement, the order of precedence among the **Contract Documents** shall be: approved Change Orders; the Owner-Contractor Agreement; Supplementary General Conditions; the General Conditions of the Contract; Contractor's Proposal; bid addenda and the Request For Proposal or Invitation To Bid; the original Drawings and Specifications. Conflicts within the **Construction Documents** shall be resolved in accordance with GC 7.0 - EXECUTION, CORRELATION, INTENT AND INTERPRETATION.

**GC 2.0 DEFINITIONS**

- 2.1 Words, phrases and other expressions used in these Contract Documents shall have meanings as follows:
- 2.1.1 "Architect" or "Architect/Consultant" shall mean the architects, consultants and/or engineers designated, appointed, or otherwise employed or delegated by the District or its duly authorized representatives, acting within the scope of the particular duties entrusted to them in each case.
- 2.1.2 "Contract" or "Contract Documents" shall include the items enumerated above under GC 1.0 - CONTRACT DOCUMENTS.
- 2.1.3 "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 District for the performance of the work covered thereby, and any persons or entities acting on its behalf.
- 2.1.4 "Date of Acceptance" for a project is the date when: construction and correction of all punch-list items are certified by the Architect/Consultant to be totally complete in accordance with Contract Documents, as modified by any change orders agreed to by the parties; all contractual close-out submittals have been delivered by the Contractor and accepted by the District; and the Contractor has submitted a final application for payment representing thereby satisfaction of

all terms of the Contract and all Contractor claims on the Owner. Such date will be set forth in a Letter of Acceptance issued by the District; and upon delivery of Consent of Surety (if included under the Agreement) to the Owner, Final Settlement will be publicly advertised in accordance with State statute, and payment will be issued as per the Owner-Contractor Agreement.

- 2.1.5 “District” or “Owner” shall mean Arapahoe County School District No. 6 (Littleton Public Schools) named and designated as such in the Contract Documents and acting through its duly authorized representative.
- 2.1.6 “Drawings” or “plans” shall mean all (a) drawings furnished by the District or the Architect/Consultant as a basis for award of contract; (b) supplementary drawings furnished by the District or the Architect/Consultant to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings furnished by the District or the Architect/Consultant to the Contractor during the progress of the work; and (d) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Architect/Consultant.
- 2.1.7 “Final Completion” or “finally completed” shall mean that, as determined by the District and the Architect/Consultant after their inspection, the entire Project is finished, including satisfactory completion of all punch-list items as determined by the Architect/Consultant and satisfaction of all contract requirements for start-up, testing, reports, training, Operation and Maintenance manuals, keys, extra parts and materials, and as-built documents.
- 2.1.8 “Liquidated Damages” are pre-determined dollar amounts to which either party shall be entitled in consequence of unexcused delays to timely completion of the Work arising from actions or failures for which the other party is responsible. The dollar amount of Liquidated Damages, if any, shall be stated in the Agreement.
- 2.1.8 “Notice” 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 or entity for whom it is intended, or if sent by registered or certified mail to the last known business address.
- 2.1.9 “The Project” is the total construction designed by the Architect/Consultant or the Owner, of which the work performed under the Contract Documents may be the whole or a part.
- 2.1.10 “Specifications” are written technical information concerning materials, components, systems and equipment as indicated on the drawings or plans and stating the quality, performance, characteristics and installations to be achieved by application of appropriate construction methods.
- 2.1.11 “Subcontractor” shall mean and refer to a corporation, partnership, entity or individual having a direct contract with the Contractor or another Subcontractor for performing work and/or furnishing labor or material which is incorporated into the work at the request of the Contractor or other Subcontractor.
- 2.1.12 “Substantial Completion” shall mean that the Work is sufficiently complete for

Owner occupancy of all or a designated portion of the Project premises, and operation and maintenance of all systems and equipment are under control of appropriately trained District personnel, with only occasional construction personnel and equipment required for correcting unfinished or defective work. Any remaining Work shall not be such as would interfere with the occupied area's intended occupancy, use or operation. When the Contractor believes that Substantial Completion has been achieved, he shall provide written notification to the Architect/Consultant and the District that the Work is ready for inspection and occupancy. That notification shall include a punch-list of incomplete or unsatisfactory items together with a schedule for their completion. If upon inspection the Architect/Consultant and the District agree that the work is substantially complete as defined herein, the date of Substantial Completion shall be established by the District in writing to the Contractor, including the Architect/Consultant's final punch-list and setting a date by which all unsatisfactory items are to be corrected.

All warranty periods shall be effective starting on the date of Substantial Completion as established by the District in writing per the above, unless modified by written agreement between the District and the Contractor.

The Contractor understands that if the Work is not complete as defined herein on or before the Completion Date identified in the Agreement, Liquidated Damages will be assessed starting the day after the scheduled Completion date. The District's need to occupy a facility even though the Contractor has not substantially completed the scope of work will not negate the assessment of Liquidated Damages, which will continue to be assessed until such time when the District determines the Work to be substantially complete.

- 2.1.13 "The Work" shall mean all equipment, supplies, materials, labor and services to be provided under the Contract by the Contractor, its subcontractors and its suppliers in carrying out all obligations imposed or required by the Contract Documents, including but not limited to all contractual close-out obligations and punch-list items.
- 2.2 As used in the Contract Document, the words "he", "she", "his", "her", "him", "it" or similar pronouns shall mean and include either gender and, where applicable in the context, shall refer to the Contractor, Architect/Consultant, Subcontractor or other party involved.
- 2.3 All time limits stated in the Contract Documents are of the essence of the Contract.
- 2.4 The laws of the State of Colorado shall govern the Contract.

### **GC 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 District, and oral statements shall not be effective or be construed as being a part of the Contract.

### **GC 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 unless specifically stated otherwise.

#### **GC 5.0 ITEMS COVERED BY CONTRACT PRICE**

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

#### **GC 6.0 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 District or Architect/Consultant may direct, but the Contractor will not be required to employ persons against whom he 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, including 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.

#### **GC 7.0 EXECUTION, CORRELATION, INTENT AND INTERPRETATION**

- 7.1 Execution. The Contract Documents shall be signed by the Contractor and delivered to the District in multiple counterparts prior to the Notice to Proceed. The Contractor shall submit to the District a minimum of two (2) dully executed original sets of the Owner-Contractor Agreement, Performance Bond and Labor and Material Payment Bond with original Power of Attorney and endorsements, and certificates of required insurance. The date of the Contract for purposes of these documents shall be the date stated in the Agreement or, if not so stated, the date of the Notice Of Award letter. The District will execute the Owner-Contractor Agreement, assemble all copies and distribute the Contract Documents. The Contractor shall not commence work until the Contractor receives the Notice of Award. The Contractor shall not commence the work at the Project site until the Contractor receives a NoticeTo Proceed.
- 7.2 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 all requirements of the Contract

Documents.

- 7.3 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 conform to such recognized standards.
- 7.3.1 Organization of the specifications into divisions, sections and articles and the arrangement or grouping 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.
- 7.3.2 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.
- 7.3.3 The specifications and drawings are intended to complement 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/Consultant.
- 7.4 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 supplemental instructions from the Architect/Consultant before proceeding with the work affected thereby. The Contractor shall secure written interpretations or instructions by submittal of a Request for Information form to the Architect/Consultant. The Architect/Consultant or the District will not acknowledge verbal requests. Additional costs incurred by the District as a result of unnecessary requests made by the Contractor, as determined by the District, shall be the responsibility of the Contractor. It is understood and agreed that the work shall be performed according to the true intent of the Contract Documents.
- 7.4.1 Where a conflict occurs between or within standards, specifications and drawings, the more stringent or higher quality requirements shall apply. The precedence of the construction documents is in the following sequence:
- 7.4.1.a Change Orders, Architect's Supplemental Instructions and Architect/Consultant written interpretations shall take precedence over the original construction documents and any addenda.
- 7.4.1.b Addenda to the drawings and specifications shall take precedence over the original construction documents.
- 7.4.1.c The specifications shall have precedence over the drawings.
- 7.4.1.d In the drawings, the precedence shall be drawings of larger scale over those of smaller scale and noted materials over graphic indications.

- 7.4.2 Any work mentioned in the specifications and not shown in the drawings or shown in the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. Contractor shall examine the drawings and specifications and check all Documents and notify the District and the Architect/Consultant of discrepancies between the specifications and drawings and of any deficiencies, omissions or errors therein before proceeding with any affected work.
- 7.4.3 In the event of a conflict between or among the Owner-Contractor Agreement and/or the General Conditions with the Specifications, the Agreement and/or the General Conditions shall control. In the event of a conflict between the General Conditions and the Owner-Contractor Agreement, the Agreement shall control.

### **GC 8.0 DRAWINGS AND SPECIFICATIONS**

- 8.1 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 as described in the Agreement.
- 8.2 Ownership of Drawings. All drawings, specifications and copies thereof furnished by the Architect/Consultant are the property of the Architect/Consultant and the District, whether the work for which they are made be executed or not, and they are not to be used on other work except by written agreement with the Architect/Consultant and the District.
- 8.3 Drawings and Specifications Available on the Site. The Contractor shall maintain at the site for the District and the Architect/Consultant one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, in good order and marked to record all changes made during construction. The Contractor shall also keep on the site all applicable standards, codes, manufacturers' or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction, shall be delivered to the Architect/Consultant for the District upon completion of the Work.
- 8.4 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/Consultant.
- 8.5 Contractor to Check Drawings and Schedules. The Contractor shall check all dimensions, elevations, and quantities shown on the drawings and furnished by the Architect/Consultant, and shall notify the Architect/Consultant of any discrepancy between the drawings and the conditions on the project site, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which it may discover. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Architect/Consultant for consideration before proceeding with the affected work. The Contractor will not be allowed to take advantage

of any error or omission in the drawings or other Contract Documents. Full instructions will be furnished by the Architect/Consultant should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

- 8.6 Detail Drawings and Instructions. The Architect/Consultant shall furnish with reasonable promptness, as determined by the District, additional instructions by means of drawings or otherwise as 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.
- 8.7 Project Record Documents. 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 District and the Architect/Consultant 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/Consultant.

#### **GC 9.0 SHOP DRAWINGS AND SAMPLES**

- 9.1 Submittals. See individual specification sections for detailed Submittals requirements.
- 9.2 Shop Drawings. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the work.
- 9.3 Samples. Samples are physical examples furnished by the Contractor to illustrate materials, finishes, equipment or workmanship and to establish standards by which the finished work will be judged.
- 9.4 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/Consultant as covered by modifications. Shop drawings and samples will properly identify specified items. At the time of submission, the Subcontractor shall inform the Contractor and the Architect/Consultant in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC 10.0 – APPROVAL OF SUBSTITUTIONS.
- 9.4.1 The Contractor shall also require each Subcontractor to prepare and transmit to the Contractor sufficient sets of reproducible transparencies and 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 meet the project construction schedule and the Subcontractors' contract schedule, or shall present, in writing, valid reasons for any delay.

- 9.4.2 All shop drawings for all equipment in a given system shall be submitted at the same time, each complete set in a separate package. Complete operation and maintenance and warranty data are to be submitted to the Contractor and the Architect/Consultant for review and for submission to the District upon completion of the work and prior to final settlement.
- 9.4.3 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.
- 9.4.4 The shop drawings shall indicate types, gauges and finish of all materials. Where a shop coat of paint is required, its brand name, manufacturer's identification number and type shall be indicated. Sufficient data in each set of shop drawings shall be included to permit a detailed study of the system submitted and its conformance to the Contract Documents and design intent.
- 9.4.5 The Contractor will review, approve, stamp and then submit the transparencies, prints, and samples to the Architect/Consultant for approval, with copies to the District. After review, the Architect/Consultant will have prints made for Architect/Consultant's own use and will then return the transparencies to the Contractor with the Architect/Consultant's appropriate comments. Those returned for correction shall be corrected and resubmitted by the Contractor or Subcontractor to the Architect/Consultant. Upon receiving the approved sets from the Architect/Consultant, the Contractor will make requested sets of prints for distribution to appropriate Subcontractors, fabricators, manufacturers and suppliers who require them for coordination of their work.
- 9.5 Verification. By approving and submitting shop drawings and samples, 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/Consultant, or will do so, and that it has checked and coordinated each shop drawing and sample with the requirements of the Work and the Contract Documents.
- 9.6 Architect/Consultant Review. The Architect/Consultant will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The Architect/Consultant's approval of a separate item shall not indicate approval of an assembly in which the item functions. Upon Final Completion of the work and prior to issuance of a Letter of Acceptance by the District, the Architect/Consultant shall be furnished by the Contractor two corrected copies of all shop or setting drawings showing the as-built condition of the work. After review, the Architect/Consultant shall submit one of these corrected copies to the District.

- 9.7 Corrections. The Contractor shall make any corrections required by the Architect/Consultant and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect/Consultant on previous submissions.
- 9.8 Contractor's Responsibility. The Architect/Consultant's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Architect/Consultant and the District in writing of such deviation at the time of submittal and the Architect/Consultant has given written approval to the specific deviation, nor shall the Architect/Consultant's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples or for failure to coordinate related elements or assemblies to meet their intended purposes.
- 9.9 Architect/Consultant Approval Required. No portion of the work requiring submission of a shop drawing or sample shall be commenced until the Architect/Consultant has approved such submittal. All such portions of the work shall be in accordance with approved shop drawings and samples.
- 9.9.1 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 a complete finish Color Schedule. No approvals of single items will be considered.

#### **GC 10.0 APPROVAL OF SUBSTITUTIONS**

- 10.1 The Contractor will be held to have used in its bid and to furnish under the Contract those items of equipment and/or materials which are specifically identified in the specifications or addenda by a manufacturer's name, model or catalog number. After execution of the Contract, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved by the District so long as the equipment or material proposed for substitution in the opinion of the District and the Architect/Consultant is just as suitable as equipment and/or materials named in the Specifications so far as performance, construction, efficiency and utility are concerned. A request for substitution shall ordinarily be required to be based upon one or more of the following grounds for justification: the specified material is no longer available; a substitution will improve lead-time; quality will be improved (documented details required); or the District will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Architect/Consultant for initial review before being submitted to the District for evaluation and final approval. No substitution of materials or methods will be allowed for any items specified in the Contract Documents without the District's written approval.
- 10.2 In case of a difference in price occurring as a result of an approved substitution, the District shall receive all benefit of the difference in cost involved in the substitution and all applicable Contractor or Subcontractor mark-ups. All approved substitutions will be documented by identification in the exhibits to the Agreement or by formal change order as provided in the Contract Documents.

- 10.3 See the Request for Proposal or Instructions to Bidders and individual Specification sections for additional requirements or limitations concerning changes or substitutions.

#### **GC 11.0 MATERIALS, LABOR, FACILITIES AND STORAGE**

- 11.1 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. 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 workers and conform to any applicable laws and regulations. If temporary heat and/or protection are 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 finished work and/or construction will not be damaged thereby.
- 11.2 Utilities Services. Unless otherwise specified, the Contractor shall pay for all power, light and water used by it and its Subcontractors, without regard to whether such items are metered by temporary or permanent meters. Cut-off date on permanent meters shall be either the agreed date of full occupancy by the District or the Date of Acceptance of the project, whichever shall be the earlier date. Upon Final Completion of the work, the Contractor shall remove all such temporary facilities from the site.
- 11.3 Materials. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Samples shall be furnished when specified and the work shall be in accordance with those samples that have been approved.
- 11.3.1 The Contractor shall provide written verification to the District upon Final Completion that all materials used in the Project are free from asbestos-containing material.
- 11.4 Facilities and Storage. The Contractor shall provide and maintain, in a secure, neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the work, in strict compliance with the requirements of all applicable codes, regulations, laws and ordinances. In no event may employees of the Contractor or Subcontractors use existing toilet facilities of any District building at the site of the work, unless approved in advance by the District. Upon Final Completion of the work, the Contractor shall remove all such temporary facilities from the site and disinfect the premises.
- 11.4.1 The Contractor shall provide suitable temporary facilities and quarters for workers and shall maintain on the premises watertight storage sheds and/or tool houses for storage of building materials and tools that could 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 or quarters shall further provide for protection against theft and damage of building materials and tools. Upon Final Completion of the work, the Contractor shall remove all such temporary facilities from the site.

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

11.4.3 All the foregoing facilities shall be of a quality and placed in locations acceptable to the Architect/Consultant and the District.

## GC 12.0 EMPLOYEES

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

12.2 Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work on the Project nor contract with a subcontract who does so. Compliance with these requirements shall be certified by the Contractor and all subcontractors on forms furnished by the District, as provided in GC 61.2 herein.

12.3 Criminal Record Verification. The Contractor will be required to complete Criminal Records Checks on all employees who work on the Project and shall certify compliance on a form furnished by the District, as provided in GC 61.3 herein. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sexual Offender Registry, will not be allowed to work on the Project. The Contractor is responsible for adhering to any and all Federal, State or Local privacy and confidentiality requirements.

12.4 Responsibility for Employees. The Contractor shall be responsible to the District for the acts and omissions of all its 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 while working on or for the Project, as set forth herein.

12.5 On-Site Behavior. 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/Consultant or the District to be unfit or not skilled in the work assigned to Contractor. The Contractor shall also keep its employees and those of its Subcontractors from socializing upon the site of the work after normal work hours.

12.6 Drugs and Alcohol. The unlawful manufacture, distribution, dispensing, possession or

use of alcohol, controlled substances and illicit drugs is prohibited on or adjacent to the Project site and on any of the District'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 or unauthorized use of prescription drugs. Controlled substances are drugs specifically identified and regulated under federal law and include, but are not limited to, opiates, narcotics, cocaine, amphetamine and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor will strictly enforce this prohibition among his own employees and his 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 on-site accident which may have been caused by human error and could be drug- or alcohol-related or when a supervisor has reasonable suspicion or notice that an 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.

12.7 See also GC 60.0 - LABOR, WORKMANSHIP AND SCHOOL SECURITY.

### **GC 13.0 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the District 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 such loss unless it promptly gives such information to the Architect/Consultant.

### **GC 14.0 SURVEYS, PERMITS AND INSPECTIONS**

- 14.1 Surveys. The Contractor shall obtain from the Architect/Consultant a copy of all Owner-provided surveys describing property lines, elevation benchmarks, physical characteristics, easements and utility locations.
- 14.2 Construction Permits and Licenses. The Contractor shall procure any permit from the State of Colorado Department of Public Safety necessary to commence construction. Upon presentation to the District of receipts for this expense, the Contractor will be reimbursed by Change Order only for the direct cost of said permit. All other permits and fees, including electrical and mechanical permits, governmental fees and licenses necessary for the proper execution and completion of the work, shall be secured and paid for by the Contractor or its Subcontractors. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.
- 14.3 Utility Improvements. The District will negotiate and provide for all electrical, gas, water and sewer mains for Contractor's connections. The Contractor is to arrange with the utility company for actual connections or make connections as required and shall pay for all inspection fees and permits in connection therewith as required by any governmental agency. Contractor shall be reimbursed by Change Order for the cost of all such fees, at direct cost, upon presentation to the District of receipts for these expenses. In addition, the Contractor will furnish any material or items as required to

complete all connections.

- 14.4 Inspections. The Contractor shall call for all inspections required by the State Building inspection authority and any other agencies having jurisdiction over the work.
- 14.5 Other Permits. Right-of-way, grading, electrical and mechanical permits shall be taken out and paid for by the Contractor or respective Subcontractor as required by the governing public agency. The Contractor shall call and pay for all inspections required by the State Building inspection authority, City of Littleton, Arapahoe County, Fire departments or other public agencies as required.

#### **GC 15.0 STATUTES, ORDINANCES AND REGULATIONS**

- 15.1 The Contractor shall give all notices and comply with all applicable Federal and State statutes, resolutions of the County of Arapahoe, ordinances, rulings, regulations and orders of any governmental body, including rules, regulations, and directives of the State Department of Labor, Safety Inspection Branch, or any other governmental body having jurisdiction over the work to be performed.
- 15.2 Should any provision of the Contract Documents be in conflict with any such applicable statutes, ordinances or regulations, then that portion which is in conflict shall be considered stricken and the applicable statute, ordinance, regulation or ruling substituted therefore. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the District and the Architect/Consultant, and any necessary changes shall be made as provided in the contract for changes in the work.
- 15.3 If the Contractor or its Subcontractors perform any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District and the Architect/Consultant, the Contractor shall bear all costs arising therefrom and for correcting same.

#### **GC 16.0 SALES AND USE TAXES**

- 16.1 The Contractor shall coordinate with the District 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 or Subcontractors.
- 16.2 The District is exempt from payment of state sales and use taxes for materials, supplies and equipment used on this project by the Contractor and Subcontractors. For the purpose of exercising such exemption, the Contractor and all Subcontractors shall apply for and obtain a Certificate of Exemption for the work from the Colorado Department of Revenue. Copies of such Certificates shall be filed with the District before any materials are purchased or any work commenced hereunder. No amounts paid to the Contractor pursuant to this Agreement shall include reimbursement for such taxes.
- 16.3 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 and Subcontractors 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.

**GC 17.0 BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS**

- 17.1 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. The Contractor shall establish a permanent benchmark, approved as to location and type by the Architect/Consultant, from which all grades are to be taken, near the site of the work. 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.
- 17.2 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.
- 17.3 Measurements. Before ordering any material or doing any work, the Contractor shall verify all measurements at the project and shall be responsible for correctness of same. No extra charge or compensation shall be allowed because of difference between actual dimensions and the measurements indicated on the Drawings.
- 17.3.1 Any differences found shall be submitted to the District for consideration before proceeding with the work.
- 17.3.2 The Architect/Consultant and District will not be responsible for the scaling of Drawings by the Contractor or its Subcontractors or Suppliers.

**GC 18.0 PROTECTION OF WORK AND PROPERTY**

- 18.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to all employees on the project and all other persons who may be affected thereby; all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of this Subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 18.2 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. Contractor shall erect and maintain all necessary safeguards for the safety and protection of workers, Districts 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 District and the Architect/Consultant.
- 18.3 The Contractor shall be liable for and shall promptly repair, remedy, indemnify and pay for all damage or loss to any person or property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss proximately caused by faulty drawings or specifications or to the acts or omissions of the District or Architect/Consultant and not attributable to any fault of negligence of the Contractor or its Subcontractor(s).
- 18.4 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Architect/Consultant or District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement. Notification of and report of such emergencies shall be made immediately to the District and Architect/Consultant.
- 18.5 See also GC 60.0 - LABOR, WORKMANSHIP AND SCHOOL SECURITY for additional information re School Security.

#### **GC 19.0 ACCESS TO WORK**

- 19.1 Access. The Architect/Consultant, the District 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/Consultant may perform its functions under the Contract Documents.
- 19.1.1 The Contractor shall at all times provide the Architect/Consultant the complete opportunity and facilities for the inspection of the work done by the Contractor or its Subcontractors on the Project site and also for the inspection of materials and equipment during the course of fabrication elsewhere than on the Project site. The Contractor shall comply with inspection procedures and requirements established by the Architect/Consultant.
- 19.2 Inspection. If the specifications, the Architect/Consultant's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect/Consultant timely notice of its readiness for checking by the Architect/Consultant or inspection by other 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/Consultant, it must, if required by the Architect/Consultant, be uncovered for examination at the Contractor's expense.
- 19.2.1 The Architect/Consultant or the District may order re-examination of questioned work, and if so ordered, the Contractor must uncover the work. If the work is found to be in accordance with the Contract Documents, the Architect/Consultant or the District 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.
- 19.3 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 compression tests and air entrainment tests; Steel: tensile tests; Weld: field inspection and x-ray examination; Soils: sub-soil investigation, physical analysis and compaction tests; Asphalt pavement: physical analysis and compaction tests; and Roofing-Samples cut from in-place built-up roof.

- 19.3.1 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.
- 19.3.2 Testing as above will be done at the discretion of the District, who will bear all costs unless otherwise provided in the Contract Documents. The Contractor shall be responsible for providing samples of sufficient size for testing and shall cooperate with the District or its representative in obtaining and preparing samples for tests. All tests will be in accordance with standard procedures and performed by qualified persons or firms selected by the District.

## **GC 20.0 CONTRACTOR'S ON-SITE SUPERINTENDENCE AND MANAGEMENT**

- 20.1 During the progress of the work, the Contractor shall ensure that competent supervision and management satisfactory to the Architect/Consultant and the District are being performed on the project at all times.
- 20.2 The Contractor shall provide a full-time, qualified and efficient Superintendent for the work, with competent skill and attention. Contractor shall direct, schedule and coordinate the work. Contractor is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means or methods. Contractor shall coordinate the work to ensure that all parts fit together properly and in accordance with the Contract Documents. Contractor shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect/Consultant and the District any error, inconsistency or omission discovered.
- 20.3 The superintendent shall not be removed or changed by the Contractor without prior written consent of the Architect/Consultant and the District, unless the superintendent 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 District's project, that superintendent will meet with the approval of the District. The superintendent shall represent the Contractor. All directions given to the Superintendent shall be binding to the Contractor. The Architect/Consultant and the District shall not be responsible for acts or omissions of the superintendent, the Contractor's employees or Subcontractors and their employees.
- 20.4 The Superintendent shall remain on-site full-time through the date of Final Completion and completion of all punch-list items, until the date of the District's Letter of Acceptance.
- 20.5 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.
- 20.6 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/Consultant, 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 coordination, completion of the various trades, Subcontractors and stages of construction.

## GC 21.0 CHANGES IN THE WORK

- 21.1 Change Orders. The District may, at any time, by a written change order directed through the Architect/Consultant, without notice to the sureties and without invalidating the Contract, make changes in the drawings and/or specifications of this contract within the general scope thereof; order extra work; or make changes by altering, adding to, or deducting from the work. If such changes cause an increase or decrease in the amount due under this Contract, or in the time required for its performance, an equitable adjustment shall be made on the change order, and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within ten (10) calendar days from the date of receipt by the Contractor of the notification of change. No change order or other form of order or directive by the District or Architect/Consultant requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Construction Agreement shall be issued, unless the Contractor is given written assurances by the District that lawful appropriation to cover the costs of the additional work have been made.
- 21.2 Minor Changes. In giving instructions, the Architect/Consultant shall have authority to make minor changes in the work, which do not involve extra cost, and which are not inconsistent with the purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the District signed or countersigned by the Architect/Consultant, or a written order from the Architect/Consultant stating that the District 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.
- 21.3 Price Differential. The cost or credit resulting from a change in the work shall be determined in one or more of the following ways:
- 21.3.1 By estimate, with a detailed cost breakdown as set forth in subparagraph 21.3.3 below and acceptance as a lump sum, with a maximum combined mark-up to the District for all affected Subcontractors and the Contractor not to exceed a total of fifteen percent (15%). Overhead, profit and additional fee on work performed by others shall be limited to the percentages set forth below and shall include insurance premiums not related to labor for the change order work, cost of office supervision and assistants, incidental job burdens and general office expense. Except as otherwise provided in the Owner-Contractor Agreement, such percentages shall be as follows:
- 21.3.1.a To Subcontractors or to the Contractor for work performed with their own forces, an overhead of 10% and a profit of 5%;
- 21.3.1.b To Subcontractors or to the Contractor for work performed by lower-tier subcontractors, a maximum fee of 5% at each level;
- 21.3.1.c On proposals involving both increases and decreases in the amount of the contract, the overhead, profit and fee shall be calculated on the net

increase or net decrease in the Contract Amount.

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

21.3.3 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:

21.3.3.a The actual cost including applicable payroll taxes 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;

21.3.3.b Rental for the use of such items of equipment as have an individual value in excess of two thousand dollars (\$2,000.00), provided that the amount of such rental charge and the length of time and probable cost of the use of such equipment shall have been authorized in writing by the District;

21.3.3.c All proportionate sums paid for royalties, permits and inspection fees;

21.3.3.d All proportionate premiums added for General Liability Insurance, Workers' Compensation and other proper and necessary insurance, as well as any additional premiums for bonds provided per the Agreement;

21.3.3.e Either a predetermined lump-sum fixed fee or a combined maximum fee of fifteen percent (15%) per 21.3.1, which fee shall be applied to the total of paragraphs 21.3.3.a, 21.3.3.b, and 21.3.3.c only, and shall constitute full compensation to the Contractor for all costs and expenses, including overhead and profit, 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.

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

## **GC 22.0 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME**

22.1 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 which were not included in the original Contract Amount, or requires an extension in the Contract Time, Contractor shall give the District and the Architect/Consultant written notice thereof within seven (7) calendar days after the receipt of such instructions and in any event before preceding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. Any change in the Contract Amount or Contract Time must be authorized by change order.

22.2 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 District or the Architect/Consultant, or by any employee of either, or by any separate Contractor employed by the District, or by changes ordered in the work, or by unavoidable casualties or by any cause

which the District determines may justify the delay, then the Completion Date shall be extended by change order for such reasonable time as the District may determine.

- 22.2.1 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 typical adverse weather anticipated for the Denver area during any given month. Such claim shall be documented by the Contractor by data substantiating that weather conditions were unusually severe in comparison to the thirty (30) year average climatological data established by the U.S. Department of Commerce for the Denver area and could not have been reasonably anticipated. Actual adverse weather delays must prevent work on critical path schedule activities for fifty-one percent (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. 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 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 District.
- 22.2.2 All requests for extension of time shall be subject to the District's approval and shall be made in writing to the District no more than seven (7) calendar days after the occurrence of the delay; otherwise, such a claim shall be waived.
- 22.2.3 If no schedule or agreement is made stating the dates upon which written interpretations or detailed drawings shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations or drawings until fifteen (15) calendar days after demand is made for them, and not then unless such claim is reasonable.
- 22.2.4 Should Time for Completion of the Contract be extended, the District reserves the right to occupy any part of the structure in accordance with General Conditions Section 39.0 Occupancy upon written notice to the Contractor from the Architect/Consultant or the District. Any such partial occupancy shall not be deemed a waiver of any provision for liquidated damages for delay in Final Completion.
- 22.2.5 When the whole or a portion of the work is suspended for any reason, the Contractor shall properly cover, secure and protect all work as may be susceptible to damage from any cause.
- 22.3 Waiver of Consequential Damages. Except as may otherwise be provided in the Agreement and/or General Conditions for liquidated damages, the Contractor and the District waive claims against each other for consequential damages arising out of or relating to this contract, including, without limitation, all consequential damages due to the District's termination of the contract.

**GC 23.0 HAZARDOUS MATERIALS**

- 23.1 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 asbestos-containing materials, polychlorinated biphenyl (BCP), lead or other toxic substances, the Contractor shall, prior to commencement of any portion of the Work, provide notice to the District 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 within twenty-four (24) hours after such materials are discovered.
- 23.2 In the event of such discovery, the Contractor shall not proceed with work in any area affected until it has received written clearance and authorization from the District. If the Contractor proceeds with the Work without said authorization, it does so at its own risk.
- 23.3 In the event such materials are identified or encountered during the course of the Project, the District at its expense shall take all reasonable actions to properly and safely deal with such materials.
- 23.4 The Contractor acknowledges that the Contractor, its employees and its agents have the responsibility of being fully informed of the District's Management Plan as it relates to the buildings located at the Project site and shall consult with the District 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

**GC 24.0 CHANGED CONDITIONS**

The Contractor shall promptly, and before such conditions are disturbed, notify the District and the Architect/Consultant in writing of (1) sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or (2) unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered or generally recognized as inherent in work of the character provided for in the Contract Documents. The Architect/Consultant and the District shall promptly investigate the conditions and, if 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 it has given notice as above required, shall be subject to the District's approval and shall be made in writing to the District no more than seven (7) calendar days after the identification of the condition; otherwise they shall be waived.

**GC 25.0 CORRECTION OF WORK**

- 25.1 Correction of Work Before and After Completion. The Architect/Consultant or District 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/Consultant or District 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/Consultant's and/or District'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.
- 25.2 Tests to Determine Conformance. Whenever in the opinion of the Architect/Consultant or the District, tests are essential to assure the professional evaluation of the work that is subject to being rejected or condemned, the necessary number of tests will be performed by the consultants designated by the District. 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 District and the Architect/Consultant by the designated consultant. The cost of the tests will become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated work; otherwise, the District will pay for all tests performed.
- 25.3 Should such special testing, inspection or approval be caused by or arise from the Contractor's failure to follow requirements of the Contract Documents or by required tests per GC sub-Section 15.3 indicating conditions not in conformance with Contract Documents, the costs of such additional testing, inspection and/or approval shall be borne by the Contractor regardless of the results.
- 25.4 Removal of Rejected Work. The Contractor shall promptly remove from the premises all work rejected by the Architect/Consultant or District 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 District. 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
- 25.5 If the Contractor does not remove such rejected work within a reasonable time, as established by written notice from the District through the Architect/Consultant, the District may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) calendar days' time thereafter, the District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale. In such case, the District 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/Consultant or consultant services. If the net proceeds of the sale do not cover the cost the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.
- 25.6 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, it shall remedy any defects due thereto and pay for any damage to other work or property resulting

therefrom, which shall appear within a period of one (1) year from date of District's Letter of Acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the District.

- 25.7 Failure to Correct the Work. If the Contractor fails to correct such defective or nonconforming work within ten (10) calendar days after written notice, the District may correct it and otherwise proceed against the Contractor for the cost thereof in accordance with the provisions of these General Conditions.
- 25.8 Deductions for Uncorrected Work. If the District deems it inexpedient to correct work damaged or done not in accordance with the contract, an appropriate deduction from the contract price shall be made and reflected by a change order, or, if the amount is determined after final payment, the Contractor shall pay for it.
- 25.9 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 the Contractor by law, special guarantees, warranties or other rights of the District.

#### **GC 26.0 DISTRICT'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 District, after three (3) working days' written notice to the Contractor, may, without prejudice to any other remedy it 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 District, the District's employees, or by persons other than the Contractor at the District's request, the District shall not be liable to the Contractor for inconvenience expenses or subsequent cost of removal of such work. The amount to be deducted as cost of doing the work shall include the cost of the Architect/Consultant's additional services made necessary by such default. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

#### **GC 27.0 DISTRICT'S TERMINATION WITHOUT CAUSE**

- 27.1 Should conditions arise which in the District's opinion make it advisable or necessary to discontinue work hereunder, the District may terminate this Contract in whole or part without fault of the Contractor by giving seven (7) calendar days' written notice to the Contractor specifying the date and extent to which the Contract is terminated. Upon any such termination, the District shall take possession of the premises and all or any part of the materials and equipment delivered or en route to the site.
- 27.2 In the event of termination pursuant to the above, the Contractor shall be equitably paid for all work properly completed and for all materials and equipment conforming to the Contract Documents and properly secured at the project site, based upon the approved Schedule of Values, plus a proportionate amount of the Contractor Fees as applied to the percentage of work properly completed and certified by the Architect/Consultant.

#### **GC 28.0 DISTRICT'S TERMINATION FOR CONTRACTOR'S BREACH (WITH CAUSE)**

If the Contractor should fail to perform the Work with reasonable and due diligence, or refuse to supply sufficient skilled workers or materials of the proper quality, or

- become insolvent or be unable to pay its debts as they become due, or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the whole or any substantial part of the Contractor's property, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor; or disregard laws, ordinances or the instructions of the Architect/Consultant or the District, or if the Contractor otherwise defaults in the performance of any material provision of the Agreement, the District may, in addition to all other rights and remedies provided by law and the Agreement, exercise the following rights:
- 28.1 The District may terminate this Agreement by giving seven (7) calendar days' written notice to the Contractor specifying the default and the effective date of termination and, without prejudice to other rights or remedies provided by law or by the Agreement, may take possession of the premises and of all or any part of the materials and equipment delivered or en route to the site and finish the Work by whatever method it may deem expedient;
- 28.2 On receipt of notice of termination, the Contractor shall, unless otherwise directed by the District, immediately discontinue the Work and shall, if requested by the District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the District as provided below, and shall thereafter do only such Work as may be necessary to preserve and protect Work completed or in progress and to protect the materials, and equipment at the job site or in transit; and
- 28.3 If requested by the District, the Contractor shall assign to the District any or all contracts or options made by the Contractor pursuant to performance of the Work and shall execute and deliver all such papers and take such steps as the District may request for the purpose of vesting in the District all rights, privileges and benefits therein.
- 28.4 Upon such termination, the Contractor shall not be entitled to receive any further payment until the work is finally completed and accepted by the District. 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 District. The expense incurred by the District as herein provided and the damages incurred through the Contractor's default shall be determined solely by the District.

#### **GC 29.0 CONTRACTOR'S TERMINATION FOR DISTRICT'S BREACH**

If the District improperly fails to make payment as provided herein for a period of thirty (30) calendar days, the Contractor may, upon seven (7) additional calendar days' notice to the District and the Architect/Consultant, submit a request for interest payments on the delayed payment as provided in the Agreement or terminate this Contract and recover from the District fair compensation for Work properly completed as certified by the Architect/Consultant and based upon the Schedule of Values.

#### **GC 30.0 PAYMENT**

- 30.1 Schedule of Values. Payments will be made on the valuation of work done. Before the Notice to Proceed is issued and before any Application for Payment is considered, the Contractor shall submit to the Architect/Consultant and the District 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 other costs such as General Conditions expenses and Fees. This Schedule of Values 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 of Values shall be submitted on forms acceptable to the District and, if required, shall be supported by such evidence as to its correctness as the District or the Architect/Consultant may direct. Except as otherwise provided in the Agreement, 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 these General Conditions. Along with such schedule, the Contractor shall submit a schedule of estimated monthly application amounts for the course of the work to assist the District in arranging payments.

- 30.2 Payments to Contractor. The Contractor's Application for Payment shall be based on the same items as in the Schedule of Values, itemizing the material used and work performed for which payment is claimed. In preparing estimates, material delivered and properly stored on the site and preparatory work done may be taken into consideration. The form of Application for Payment shall be similar to AIA 702/703 and as acceptable to the District.
- 30.2.1 Partial payments will be made monthly as the work progresses within fifteen (15) calendar days after the District's receipt of properly prepared Application for Payment forms submitted to and certified by the Architect/Consultant and approved by the District. Applications for Payment shall be submitted to the Architect/Consultant ten (10) calendar days prior to the last calendar day of each month or as otherwise provided in the Agreement. The Contractor will base its billing on actual work completed through the date of submittal. No pay application will be accepted that incorporates work projected after the date of submittal of the Application.
- 30.2.2 If payments are made on account of materials not physically in place but delivered and suitably stored at the site or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of inventories, bills of sale and such other documents which will establish the District's interest, including ownership of specific materials distinct from general inventory, appropriate insurance naming the District as additionally insured, and guarantees of transport to and unloading at the site.
- 30.2.3 Payments will be made in the full value of the work performed and material stored if satisfactory progress is being made in the work, less five percent (5%) of such value, which shall be retained until completion and acceptance of all work, unless otherwise agreed by District, 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 District may make payment in full, including retained percentages thereon less deductions as determined by the District. Before such payment is made, the District 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 its Subcontractors shall be made in the same manner as provided herein between the District and

the Contractor. The District reserves the right to withhold payments at any time regardless of the Architect/Consultant's recommendation or approval of a Certificate of Payment. If the Work and/or its progress does not remain satisfactory, if the manner of completion is not acceptable to the District or Architect/Consultant, or if the Surety withholds its consent, the amount of retainage being held may be increased at the sole discretion of the District.

- 30.2.4 The Contractor specifically waives any option to deposit acceptable securities in lieu of retention covered under state statutes C.R.S. §24-91-105, 106 and 107.
- 30.2.5 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether physically in-place in the project or not, will pass to the District 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 an Application 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 District to require the fulfillment of all the terms of the Contract.
- 30.2.6 The Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the work in accordance with generally accepted accounting principles. The District and Architect/Consultant shall have access to the Contractor's accounting records at all reasonable times and the Contractor agrees to make any such changes to its system of keeping these records as the District may reasonably request in writing. All such records shall be preserved, and the District shall have access to them, for six (6) years after final payment to the Contractor.
- 30.3 Certificates for Payments. No Application for Payment shall be submitted to the District until and unless it has been Certified by the Architect/Consultant. No Certificate for a progress payment, not any progress payment, nor any partial or entire use or occupancy of the project by the District, shall constitute an acceptance of any work not completed in accordance with the Contract Documents.
- 30.4 Payments Withheld. The District or the Architect/Consultant may withhold payment by declining to issue a Certificate for Payment in whole or in part, or the Architect/Consultant may withhold or nullify the whole or any part of any Certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either the District or the Architect/Consultant to protect the District from loss on account of:
- 30.4.1 Defective work not remedied;
- 30.4.2 Claims filed or reasonable evidence indicating probable filing of claims;

- 30.4.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor;
- 30.4.4 Reasonable doubt that the Contract can be completed for the balance then unpaid;
- 30.4.5 Damage to another Contractor;
- 30.4.6 Failure of the Contractor to prosecute any portion of the work in a timely manner or in compliance with any approved schedules; or
- 30.4.7 Failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including, without limitation, monthly progress reports, schedule of values, or request for approval of Subcontractors.

### **GC 31.0 CONSTRUCTION SCHEDULE AND MONTHLY UPDATE REPORTS**

- 31.1 The Contractor shall submit, within ten (10) calendar days after the date of the Notice of Contract Award, in a format acceptable to the District, an overall timetable of the construction schedule for the project. This schedule shall start with the date of the Notice of Contract Award, and the completion date shall be a date which will enable the District to accept the work on the date specified in the Construction Agreement. The schedule shall portray fully a timetable representing the various elements in the schedule of values including all submittals, shop drawings and samples and shall provide for the expeditious and practicable execution of the work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element. Additional detailed schedules of separate elements of the work may be requested at the District's discretion. The District will not accept a Request for Payment until this schedule has been submitted as required herein. This schedule shall be revised from time to time during the progress of the work when the actual progress, in the opinion of the Architect/Consultant or the District, varies materially from that previously approved.
- 31.2 The Contractor shall submit with the Application for Payment Monthly Schedule Updates. These reports shall reflect the Contractor's "work in place" progress and will be certified by the Contractor or its superintendent as to the date and contents of such "work in place" schedule update report. If requested by the District, the monthly schedule update reports shall also include representative photographs of the actual work in place. Such reports shall depict progress and percentage of completion, consistent with the values and amounts contained on the counterpart Request for Payment. All Subcontractors shall be supplied copies of the Contractor's approved schedule and all schedule update reports. The Subcontractors shall develop their own schedule based on their respective work. Failure to submit an approved schedule or monthly schedule update report shall be deemed cause to reject Requests for Payment.
- 31.3 The Contractor shall conduct weekly progress meetings at which the Contractor, key subcontractors, the District and the Architect/Consultant jointly discuss such matters as procedures, needs, problems, progress, resources and scheduling. Determine and monitor the adequacy of subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule, and require adjustments or enhancements

as necessary to meet the scheduled completion date. Submit meeting agenda in advance, and issue meeting minutes within two working days of each meeting.

- 31.4 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.

### **GC 32.0 INDEMNIFICATION**

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

### **GC 33.0 INSURANCE**

- 33.1 Coverage and Duration. 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, with minimum limits listed in this section, as will protect him 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 himself 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. All such insurance shall be subject to the approval of the District for adequacy of protection, shall name the District as an additional insured on both the Contractor's and all Subcontractors' insurance policies and, to the extent available, shall include a provision preventing cancellation of any coverage without thirty (30) days' prior written notice to the District.
- 33.2 Verification of Coverage. The Contractor shall furnish the District with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The Certificates of Insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the District, or upon approval, provided on forms incorporating the requirements of the District. All required certificates and endorsements are to be furnished to the District within ten (10) days after the date of the Notice of Award and must be approved by the District before an Agreement will be executed. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

- 33.3 Commencement of Work. The Contractor shall not commence work under this contract until it has obtained all insurance required by this document and certification of such insurance has been submitted to and approved by the District. The Contractor shall not allow any Subcontractor to commence work on this project until similar insurance required of the Subcontractor(s) has been obtained and proof of such insurance has been submitted to and approved by the District.
- 33.4 Liability Insurance Requirements. The Contractor shall procure and maintain at its own expense, liability insurance as hereinafter specified:
- 33.4.1 Comprehensive General Liability coverage (including Premises - Operations; independent Contractors' protective; Products and Completed Operations; Bodily Injury; and Broad-form Property Damage) covering all claims arising from or in connection with any operations under this Contract, as described above and herein.
- 33.4.1.a All such insurance shall be written with limits of liability not less than \$2,000,000 for all damages arising out of property damage or bodily injury, including death, at any time resulting therefrom, up to \$2,000,000 each occurrence.
- 33.4.1.b All such insurance shall be written on a comprehensive policy form and shall specifically cover all blasting operations, elevators, products, completed operations, explosions, collapse, subsidence and underground damage.
- 33.4.1.c Products and Completed Operations coverage shall be written with limits of liability not less than \$2,000,000 and shall be maintained through the completion of the warranty period. Contractor shall provide evidence of such continuing coverage to the District on an annual basis throughout such period.
- 33.4.2 Contractual Liability coverage (Hold-Harmless coverage) covering all claims arising from or in connection with any operations under this Contract, as described above and herein. Limits of liability for bodily injury and property damage shall be \$2,000,000 each occurrence.
- 33.4.3 Personal Injury coverage covering all claims arising from or in connection with any operations under this Contract, as described above and herein. Limit of liability shall be \$1,000,000 per each occurrence.
- 33.4.4 Comprehensive Automobile Liability coverage (owned, non-owned and hired) covering all claims arising from or in connection with any operations under this Contract, as described above and herein. Limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence. The Contractor shall assure that coverage provided conforms to stipulations in the laws of the State of Colorado.
- 33.4.5 Workers Compensation Insurance (including occupational disease provisions), covering the obligations of the Contractor in accordance with provisions of the laws of the State of Colorado, and Employer's Liability of not less than \$1,000,000.

- 33.4.6 Umbrella Excess Liability insurance, with limits of liability not less than an additional \$2,000,000 over primary insurance coverages.
- 33.5 All-Risk Completed Value Insurance. The District shall, unless otherwise agreed, pay for and maintain during the full duration of this Project, all-risk (unless otherwise excluded or limited) completed value property and builders risk insurance, insuring District-owned or leased property including materials, supplies, equipment, machinery, and fixtures used or to be used in a part of, or incidental to, construction operations for the Work. The insurance shall exclude the Contractor's and Subcontractors' owned or leased materials, supplies, equipment, machinery, and fixtures, or any other items of any description that are not incorporated in the Work. Faulty workmanship or nonconforming work shall also be excluded. The insurance shall insure the entire Project against "all risks" (unless otherwise excluded or limited) of physical loss or damage including but not limited to flood, fire, theft, vandalism, malicious mischief and "extended coverages". This insurance may include a maximum deductible of \$25,000; the District will self-insure for losses below that insurance deductible and above \$5,000 per incident. Costs within the \$5,000 deductible amount and therefore not covered by insurance or self-insurance shall be paid by the party suffering the loss. Such insurance shall remain in effect until 12:00 noon on the date following the day of the final acceptance of the project, whether or not the project or some part thereof is occupied in any manner prior to such final acceptance.
- 33.6 Cancellation and Ratings. All policies shall contain a "Registered Notice" of cancellation and endorsement directed to Arapahoe County School District No. 6, Risk Management, 5776 South Crocker Street, Littleton, CO 80120, and copied to the bonding company on the Project. The District will accept policies written only by sureties legally authorized in the State of Colorado and rated in Best's Insurance Guide (latest edition) not lower than A- or having a Best's Financial Rating of at least A-VII.
- 33.7 Waiver of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Architect/Consultant, Architect/Consultant's consultants, separate Contractors, if any and any of their Subcontractors, Sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 28.7 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. To Owner or Contractor, as appropriate, shall require of the Architect/Consultant, Architect/Consultant's consultants, separate Contractors, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.

#### **GC 34.0 PERFORMANCE AND PAYMENT BONDS**

- 34.1 Competitive-Bid Contract Execution. The Contractor shall, within seven (7) calendar days from the Bid Opening date, furnish required bonds to the District 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 District may prescribe and with such sureties as it may approve.

34.2 Contract Execution. If provided in the Agreement, the Contractor shall furnish to the District, prior to beginning any Work at the construction site, bonds in the full amount of the Guaranteed Maximum Price or the estimated Cost of the Work plus the Contractor's Fees if a GMP has not yet been established, covering both the faithful performance of the Agreement and payment of all obligations for labor and materials arising thereunder. Bonds shall be on such forms as the District may find acceptable (in compliance with AIA Document A311) and shall be issued by a surety legally authorized in the State of Colorado and rated in Best's Insurance Guide (latest edition) not lower than A- or having a Best's Financial Rating of at least A-VII. 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 its Subcontractors in the performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of twelve percent (12%) per annum. The Performance Bond shall additionally guarantee that the Contractor shall remedy any omissions; correct any and all defects; and adjust and make operable all component parts of the work falling under the requirements of its Contract which may be called to its attention within a period of twelve (12) months following the date of the Letter of Acceptance.

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

34.3 Subcontractors pre-qualified with concurrence by the District prior to bidding, who enter into a Subcontract 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.

34.4 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.

### **GC 35.0 SUBCONTRACTS**

35.1 The Contractor shall provide the names of Subcontractors and suppliers of labor and materials. The Contractor shall, before awarding any subcontracts, verify to the District and the Architect/Consultant in writing the names of Subcontractors proposed for the principal parts of the work and for such others as the District or Architect/Consultant may direct. The Contractor shall not employ any Subcontractors that the District or Architect/Consultant 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 District.

- 35.2 If, before or after the execution of the Contract, a change of any Subcontractor on such list is required by the Architect/Consultant or by the District prior to the award of the relevant Subcontractor contract, the contract sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.
- 35.3 The Contractor agrees that it is fully responsible to the District 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.
- 35.4 Nothing contained in the Contract Documents shall create any direct contractual relation between any Subcontractor and the District.

**GC 36.0 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR**

- 36.1 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 Owner-Contractor Agreement, the General Conditions of the Agreement and the Drawings and Specifications as far as applicable to its work, including the following provisions of this article.
- 36.2 The Subcontractor agrees with the Contractor:
  - 36.2.1 To be bound to the Contractor by the terms of the Construction Agreement, General Conditions of the Agreement, the Drawings and Specifications and any other Contract Documents, and to assume toward it all the obligations and responsibilities that it, by those documents, assumes toward the District;
  - 36.2.2 To preserve and protect the rights of the District and the Architect/Consultant under the Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - 36.2.3 To perform all work in accordance with the requirements of the Contract Documents;
  - 36.2.4 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, and;
  - 36.2.5 To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions of the Agreement for like claims by the Contractor upon the District, except that the time for making claims for extra cost is one week.
- 36.3 The Contractor agrees:
  - 36.3.1 To be bound to the Subcontractor by all the obligations that the District assumes to the Contractor under the Agreement, General Conditions of the Agreement, the Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the District;
  - 36.3.2 To pay the Subcontractor not later than the 25th day of each calendar month 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;

- 36.3.3 To pay the Subcontractor, upon the payment of Certificates, if issued otherwise than as in Section 36, herein, so that at all times its total payments shall be as large in proportion to the value of the work done by the Subcontractor as the total amount certified to the Contractor is to the value of the work done by the Subcontractor;
- 36.3.4 To pay the Subcontractor to such extent as may be provided by the Contract Documents of the subcontract, if either of these provides for earlier or larger payments than the above, and; To pay the Subcontractor a just share of any insurance payment received by the Contractor, applicable to work performed by such Subcontractor.
- 36.4 Nothing in this article shall create any obligation on the part of the District 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 District on any contractual theories.
- 36.5 The Contractor shall arrange for the foreman of each Subcontractor (mechanical, electrical, masonry, plastering, painting, etc.) on the job to meet with the Architect/Consultant 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.

#### **GC 37.0 ARCHITECT/CONSULTANT'S STATUS AND INSPECTIONS**

- 37.1 Authority. The Architect/Consultant shall be the District's representative during construction and until the expiration of the warranty period. Architect/Consultant shall have authority to act on behalf of the District only to the extent expressly provided in the Contract Documents or otherwise in writing. The Architect/Consultant, with written approval of the District, shall have authority to stop the work whenever such stoppage may be necessary in its reasonable opinion to insure the proper execution of the Contract.
- 37.2 Decisions. The Architect/Consultant shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, although the District shall retain the final authority in decisions regarding such matters. The Architect/Consultant shall, within a reasonable time, make recommendations on all claims of the Contractor and on all other matters relating to the execution and progress of the work. All such decisions shall be subject to review by the District. The Architect/Consultant's decisions in matters relating to artistic effect, after consultation with the District, shall be final, if within the terms of the Contract Documents.
- 37.3 Inspections. The Contractor shall provide timely notice to the Architect/Consultant when its or any Subconsultant's inspections are desirable or required by terms of the Contract Documents or the Architect/Consultant's Agreement with the District. Such notice shall be given in order to allow for the following reviews and inspections, among others:
  - 37.3.1 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;

- 37.3.2 Inspection of bearing surfaces of excavations before footings are poured;
- 37.3.3 Inspection of reinforcing steel after installation and before concrete is placed; inspection of structural and architectural concrete before, during and after placement;
- 37.3.4 Evaluation of all laboratory reports;
- 37.3.5 Inspection of structural steel after erection and prior to its being covered or enclosed;
- 33.3.6 Inspection of mechanical work following its installation and prior to its being covered and enclosed;
- 33.3.7 Inspection of electrical work following its installation and prior to its being covered or enclosed, and;
- 33.3.8 Inspection of exposed surfaces for compliance with the Construction Documents.

**GC 38.0 USE OF PREMISES**

- 38.1 The Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the premises with its materials.
- 38.2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- 38.3 During the course of construction, the Contractor shall maintain free and unimpeded all required exits from the building. Barricades shall be so erected that traffic is separated and protected from the construction. Such exits shall not be closed at any time for any reason while the building is occupied nor at any time when the building is unoccupied except after written approval is given by the District and proper warning and directional signs are posted.
- 38.4 The Contractor shall enforce all District instructions and other regulations regarding signs, advertisements, fires and smoking and shall not allow the possession or use of alcohol or drugs on the premises by its own or any Subcontractor's employees.

**GC 39.0 WORK IN EXISTING BUILDINGS**

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

- 39.2 Contractor shall identify all emergency shut-off for all utilities.
- 39.3 If any portions of an existing building are to be remodeled or repaired, such portions shall be adequately partitioned off with dust proof partitions and well ventilated. All remodeling work shall be scheduled and submitted to the Architect/Consultant and District for approval. The various Contractors shall schedule their work jointly, in order that each may accomplish its work within such existing building in an orderly fashion during regular school vacation periods, where possible, or in such a manner as to permit full use of the building and without impairment of any existing facilities.

**GC 40.0 CUTTING, PATCHING, AND EXCAVATION**

- 40.1 The Contractor shall perform all cutting, fitting or patching of its work that may be required to make its several parts come together properly and fit, for it to receive or be received by work of the Subcontractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure.
- 40.2 Any cost caused by defective or improperly timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any Subcontractor except with the consent of the Architect/Consultant.
- 40.3 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 Subcontractor's work, consulting with the Architect/Consultant and the Contractor regarding proper location and size of same. In case of its failure to leave or cut same in the proper place, it shall cut them afterward at its 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/Consultant. After such work has been installed, the Subcontractor shall carefully fit around, close up, repair, patch and point up same as directed to the entire satisfaction of the Architect/Consultant. Each section of the technical specifications shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.
- 40.4 See GC 12.0 - EMPLOYEES and GC 60.0 - LABOR, WORKMANSHIP AND SCHOOL SECURITY for additional information on protection of the site and control of employees.

**GC 41.0 CLEANING UP**

- 41.1 The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by its employees or work, and shall remove all rubbish as often as it deems necessary or as directed by the District or the Architect/Consultant. At the completion of the work 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., on same. Care shall be taken not to scratch the glazing in this clean up.
- 41.2 All floors 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 District. In case of dispute the District may perform such cleaning up as may be required and charge the cost to the Contractor.

**GC 42.0 OCCUPANCY**

42.1 The Contractor, upon the District's written request, shall allow the District to occupy portions of the work and to place and install as much equipment and furnishings during the progress of the work as is possible without interfering with the progress of the work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the completion of the work or signify the District's acceptance of the work or any part of it.

Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, the Architect/Consultant shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials which are the responsibility of the Contractor. The provisions of this article shall not be in limitation of the District's rights set forth in GC 22.0 - CLAIMS FOR EXTRA COST OR ADDITIONAL TIME.

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

42.3 The Contractor shall not be held responsible for any damage to the occupied part of the project caused by or arising from actions by the District, its employees or agents.

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

42.5 Use and occupancy by the District prior to project acceptance does not relieve the Contractor of its responsibility to maintain all insurance and bonds required of the Contractor under the Agreement until the District accepts the project and the twelve (12) month warranty period completed.

42.6 The Contractor shall not be held responsible for any damage to the occupied part of the project resulting from the District's occupancy.

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

**GC 43.0 DAMAGE TO UTILITIES**

43.1 The Contractor shall take adequate precautions to protect all existing utilities within the building and on and off the site, avoiding damage thereto. The Contractor shall repair or replace or have repaired or replaced at its own expense any damage to streets, water, sewer, light, power, fire alarm, intercom, LAN, cable, or telephone lines damaged by the method of its work, to maintain system operation.

43.2 The location and extent of underground utilities, cables, and conduit as indicated on

the drawings are not guaranteed. This information is shown only for such use as bidders and Contractors may choose to make of it. All Contractors shall check with all public utilities companies for locations and shall comply with their regulations regarding their utilities in performing the work.

- 43.3 All active underground utilities within the building and on and off the site shall be adequately protected from damage and if damaged shall be immediately repaired. Removal or relocation of same shall be done only as indicated on the drawings. If they are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such lines to the Architect/Consultant and shall not proceed further until directed to do so.
- 43.4 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.

#### **GC 44.0 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 appropriate governmental or public authorities in each instance. The Contractor shall notify such authorities, the Architect/Consultant and the District of the need for such approval at least seven (7) calendar days prior to the proposed use of such explosives.

#### **GC 45.0 TESTING OF BUILDING SYSTEMS**

Prior to substantial completion, the Contractor shall submit a written plan, consistent with the Contract Documents and applicable codes, for the testing of all building systems. All testing shall be of a complete system, before covering, or of individually separable larger portions of the system as mutually agreed by all parties, and shall be performed in the presence of the appropriate consultant, District representative and, as required, the Authority Having Jurisdiction. A written report detailing the procedures followed and results obtained, signed by the appropriate consultant, shall be submitted to the District Representative and included in the final Operations and Maintenance Manual(s).

#### **GC 46.0 TEMPORARY OR TRIAL USAGE**

- 46.1 Temporary or trial usage by the District 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/Consultant shall not be construed as evidence of the Architect/Consultant's or District's acceptance of same or the commencement of any warranty periods.
- 46.2 The District has the privilege of such temporary or trial usage, for such reasonable time as the District and the Architect/Consultant deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such work which may be caused by weakness or inaccuracy of structural parts or by defective materials or workmanship.
- 46.3 The Contractor may, if it so elects, without cost to the District, make such trial usage.

However, trials shall only be conducted with the Architect/Consultant's prior approval and under its observation.

- 46.4 When heating, ventilating, air conditioning, exhaust, electrical or other equipment items 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/Consultant for proper testing of the equipment and instructing the District's operating personnel. All items of equipment, testing meters, testing instruments and incidentals required for proper testing and for instructing the District's operating personnel, shall be provided by the Contractor responsible for providing and installing the equipment.

**GC 47.0 SEPARATE CONTRACTS**

- 47.1 The District reserves the right to let other contracts in connection with this work. The Contractor shall afford such other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its work with theirs.
- 47.2 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 District through the Architect/Consultant any defects in such work that render it unsuitable for such proper execution and results. 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 this work, except as to defects, which may develop in the other Contractor's, work after the execution of its work.
- 47.3 To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the District through the Architect/Consultant any discrepancy between the executed work and the Drawings.

**GC 48.0 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 a 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 District on account of any damage alleged to have been so sustained, the District may notify the Contractor, who shall, at the District's option, defend such proceedings at the Contractor's expense or reimburse the District for the expenses incurred in defense, and, if any judgment against the District arises therefrom, the Contractor shall pay or satisfy it and pay all costs and expenses thereby incurred by the District.

**GC 49.0 LIENS**

It is hereby mutually understood by and between the parties hereto that no Contractor, Subcontractor, 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 work covered by this Contract or the land upon which the same is situated.

**GC 50.0 COMPLETION, ACCEPTANCE AND FINAL PAYMENT**

- 50.1 When the work or a portion thereof (as agreed to by the Contractor, the District and the Architect/Consultant) is confirmed by previous observations and reports from the Architect/Consultant to be complete in accordance with the Contract Documents, with only limited incomplete or unfinished work, the Contractor, the Architect/Consultant and subconsultants, and Representatives designated by the District shall jointly inspect the work. The Contractor shall then prepare and issue a written report of inspection and detailed punch-list, attested to by the Architect/Consultant as to contents and date of inspection and setting a date by which all corrections are to be completed.
- 50.2 Inspection and creation of a punch-list will not be performed when substantial work is missing, incomplete or unfinished. Substantial missing, incomplete or unfinished work—i.e., more than twenty items—means that the work has not been completed by the Contractor in accordance with the Contract Documents, is not ready for inspection and punch-listing, and that the Date of Completion cannot be established.
- 50.3 When the work is inspected in phases or portions, the date of completion for all of the work shall be established as the date when the last inspection certifies that all punch-list items are complete for all portions of the project.
- 50.4 The Contractor, on a computerized database acceptable to the District, shall generate and maintain the punch-list database document until all punch-list work is complete and the District issues a Letter of Acceptance for the entire project.
- 50.5 When punch-list work is reported by the Contractor as finally complete, subsequently inspected by the Architect/Consultant and/or its subconsultants and determined to be incomplete, the costs of all subsequent re-inspections of punch-list items by the Architect/Consultant or its subconsultants will be the responsibility of the Contractor.
- 50.6 Upon receipt of written notice from the Contractor that all punch-list work is complete and the Project is ready for Final Inspection, the Contractor, the Architect/Consultant and the District shall make such final inspection. When all the work is found to be acceptable under the Agreement and the Contract fully performed, including satisfactory completion of all punch-list items, the Architect/Consultant shall promptly so certify to the District, over its own signature, stating that the work provided for in the Contract has been completed in accordance with the Contract Documents and is accepted by the Architect/Consultant under the terms and conditions thereof. Such certification by the Architect/Consultant shall establish the Date of Final Completion, which the District shall confirm in writing to the Contractor.
- 50.7 Upon Final Completion, the Contractor shall submit a Final Application for Payment, including all costs and claims on the Project, for consideration by the Architect/Consultant. All prior Applications and Certificates for Payment shall be subject to correction in the Final Application for Payment. When a Final Application for Payment has been certified as satisfactory by the Architect/Consultant and approved by the authorized representative of the District, the work shall be deemed accepted and shall be reported to the Contractor in the District's Letter of Acceptance, which shall establish the Date of Acceptance.
- 50.8 Before issuance of the District's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the District demonstrating that all payrolls, material bills, subcontractor or supplier claims and other indebtedness connected with the work

- have been or will be paid promptly upon receipt of final payment from the District.
- 50.9 Upon submission of the Final Application for Payment, the time of final settlement for the work shall be established and shall thereafter be advertised in accordance with State statute by two (2) publications of notice, the last of which shall appear at least ten (10) days prior to the time of final settlement.
- 50.10 If Performance and Labor and Material Payment Bonds have been provided under the Contract, final payment shall not be released to the Contractor until a properly certified Consent of Surety to Final Payment has been presented to the District.
- 50.11 Neither final payment nor any part of any sums withheld shall become due until the Contractor delivers to the District verified documentation showing full payment for all labor, materials, supplies and equipment expended upon or incorporated in the work under the Contractor's Contract with the District. If any unpaid claim for such labor, materials, supplies or equipment is filed with the District, the District shall withhold from the final payment sufficient funds, if available, to provide for the payment of such claim, until the same shall have been paid or withdrawn. Failure on the part of the claimant to file such statement prior to or on the established date of final settlement will relieve the District from any and all liability for such claim. Such payment or withdrawal shall be evidenced by filing with the District a receipt in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Final Settlement, unless an action has been commenced within that time to enforce such unpaid claim and a Notice of Lis Pendens has been filed with the District.
- 50.12 If any claim for such labor, materials, supplies or equipment remains unsatisfied after all payments are made by the District to the Contractor, the Contractor shall refund to the District all sums which the latter may for any reason be compelled to pay to satisfy such claims, including all costs and attorney's fees incurred by the District as a result of the Contractor's default in such respect.
- 50.13 The making and acceptance of the final payment shall not constitute a waiver of any claims by the District, including, among other things, those arising from unpaid claims, from faulty work which appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

#### **GC 51.0 DIRECTORY OF SUBCONTRACTORS AND SUPPLIERS**

- 51.1 In addition to warranties, guarantees, operating and maintenance instructions, etc., elsewhere specified, the Contractor, at the conclusion of the work and before final payment is made, shall furnish a directory, including 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 or materials provided and/or installed. There shall be provided one (1) copy for the Architect/Consultant and two (2) copies for the District. All copies shall be delivered to the Architect/Consultant for review and distribution.
- 51.2 The Contractor shall include with the above submittals a list itemizing all kitchen equipment that was installed in the Project, with associated costs.

**GC 52.0 WARRANTIES ON PORTIONS OF THE WORK**

- 52.1 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/Consultant and the District upon completion of the work. All such warranties shall commence from the date set forth in the Letter of Acceptance and will not in any way reduce the Contractor's responsibilities under this Contract.
- 52.2 Whenever guarantees or warranties are required by the specifications for a period longer than one (1) year, such longer period shall govern. Each section of the technical specifications shall include a minimum warranty period of one (1) year unless stated specifically to the contrary.

**GC 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 defects in workmanship in all respects, and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended.
- 53.2 Neither the Architect/Consultant's approval of the final Application for Payment nor payment of any Application for Payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for this warranty and guarantee hereunder or for faulty materials or workmanship; and, unless otherwise agreed in writing by the parties, it unconditionally agrees to remedy any defects due thereto and pay for any damages resulting therefrom which shall appear during the warranty period.
- 53.3 The Contractor shall perform all warranty work in accordance with Warranty provisions described in GC 52.0 above and in this Section.
- 53.4 All warranty periods shall begin at the date set forth in the Letter of Acceptance of the Contractor's work, except as otherwise provided herein or agreed by the parties.
- 53.5 The Contractor shall promptly correct at its expense all deficiencies and defects which appear during the warranty period. If the Contractor fails to correct any warranty defects or deficiencies within ten (10) calendar days of written notice from the District or Architect/Consultant, the District may arrange for the corrections, after giving the Contractor four (4) additional calendar days written notice of intention to do so. The District shall be entitled to collect from the Contractor and/or its surety all costs and expenses incurred in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor provided for herein are in addition to and not in lieu of any other remedies available to the District.
- 53.6 The District, the Architect/Consultant and their Subconsultants and the Contractor together shall make one (1) complete inspection of the work approximately eleven (11) months after the work has been accepted by the Architect/Consultant and the District. The Architect/Consultant shall make a written report of this inspection, certified as to contents and date of inspection, and forward these reports to the District and to the Contractor within seven (7) calendar days after completion of the inspection. The

Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report and shall promptly complete all such remedial work in a satisfactory manner within thirty (30) calendar days from the date of the Architect/Consultant's written report.

- 53.7 If the Contractor fails to promptly correct all deficiencies and defects shown by the report, the District may do so, after giving the Contractor ten (10) calendar days' written notice of intention to do so. The District 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 Contractor's guarantee and warranties provided for herein are in addition to and not in lieu of any other remedies available to the District.

**GC 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 or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction or observation of construction of the project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered. In no case shall such an action be brought more than fifteen (15) years after the final completion and acceptance of the project.

- 54.2 All claims and disputes arising out of and relating to this Agreement shall be resolved by litigation. Venue shall lie exclusively in Arapahoe County District Court, State of Colorado.

**GC 55.0 GEOTECHNICAL INVESTIGATION REPORT**

The District 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 available for review by the Contractor in the Architect/Consultant's office. Such data is offered solely for reference and is not to be considered a part of the Contract Documents. The data contained in any such document prepared for the District by a separate consultant is believed to be reliable; however, the District and the Architect/Consultant do not guarantee its accuracy or completeness. All applicable Subcontractors shall be fully familiar with the contents of such reports, if provided, and shall consider and evaluate them in the performance of their work under the Contract.

**GC 56.0 EXPEDITING MATERIALS**

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

**GC 57.0 MISCELLANEOUS KEYS, SWITCHES, ETC.**

Except as otherwise specifically required by the Technical Specifications upon 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/Consultant for transmittal to the District.

**GC 58.0 PREFERENCE FOR COLORADO LABOR, MATERIALS AND RESIDENT BIDDERS**

- 58.1 In compliance with Colorado Revised Statutes, §8-17-101 and 102 (1985), preference shall be given to Colorado labor in the several classifications of skilled and common labor, and not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed shall be Colorado labor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment, without discrimination as to race, creed, color, sex, age, religion, national origin, or disability, except when age or sex is a bona fide occupational qualification.
- 58.2 In compliance with Colorado Revised Statutes §8-18-101 (1973), if any of the work includes a contract for commodities and services, preference shall be given to a resident bidder (as defined in Section 58.03 below) against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident.
- 58.3 In compliance with Colorado Revised Statutes §8-19-101 and 102 (1985), preference shall be given to resident bidders against nonresident bidders from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. The term "resident bidder" means a person, partnership, corporation or joint venture which is (a) authorized to transact business in Colorado and which maintains its principal place of business in Colorado or (b) authorized to transact business in Colorado, which maintains a place of business in Colorado and which has paid Colorado unemployment compensation taxes in at least seventy-five percent (75%) of the eight (8) quarters immediately prior to bidding the work.

**GC 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 District 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 District and all extra costs involved in doing so shall be payable by the terminated Contractor.
- 59.2 During the performance of the work required by the Contract Documents, the Contractor and its Subcontractors and their employees, agents or suppliers, will use

such entrance or the District may designate entrances to the construction site as from time to time. Further, the Contractor and its Subcontractors, their employees and agents shall perform the work at such times of the day and the District may designate days of the week as from time to time.

#### **GC 60.0 LABOR, WORKMANSHIP AND SCHOOL SECURITY**

- 60.1 All work performed under this contract shall be performed in a skillful and workmanlike manner. The District may require that the Contractor immediately remove from the construction site any employee the District or on-site school personnel deem to be incompetent, careless or otherwise objectionable.
- 60.2 Prohibition Against the Use of Illegal Aliens. If the Contractor has any employees or subcontractors, the Contractor shall comply with C.R.S. § 8-17.5-101 regarding Illegal Aliens - Public Contracts for Services, and with this section of the Contract Documents.
- A. The Contractor shall not:
- (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
  - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. The Contractor shall certify that it has verified or attempted to verify through participation in the "Basic Pilot Program" that it does not employ any illegal aliens or, if the Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that the Contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or this Agreement is terminated, whichever is earlier. This provision shall not be required if the Basic Pilot Program is discontinued. The "Basic Pilot Program" is the Basic Pilot Employment Verification Program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, as administered by the United States Department of Homeland Security. The application for participation in this Program is currently available on-line at <https://www.vis-dhs.com/EmployerRegistration>.
- C. The Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.
- D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:
- (i) Notify the subcontractor and the School District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. The Contractor shall comply with any reasonable request made by the Department of Labor and Employment or the Department of Homeland Security in the course of an investigation that either Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
  - F. If the Contractor violates any provision of this Agreement pertaining to illegal aliens, the School District may terminate this Agreement for a breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the School District as required by law.
  - G. The School District will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the School District terminates the Agreement for such breach.
  - H. The Contractor shall execute the certification attached hereto and return it to the School District in conjunction with the execution of the Agreement.
  - I. The Contractor shall obtain similar certifications from its subcontractors regarding the prohibition against the use of illegal aliens on this project on the form attached hereto before allowing the subcontractor to do any work on the project.
- 60.3 Criminal Records Check. The 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, in the last five years, as to be similarly categorized. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential for contact with school students, staff, property, or sensitive records maintained at school sites) by the Contractor on all laborers and employees utilized in performance of the work.
- 60.3.1 When there is reasonable doubt regarding a particular person's suitability, a request may be made through the District for an approval/opinion prior to the individual beginning work. The Contractor shall submit copies of all security or background checks performed within twenty-four (24) hours of a request by the District for such information. The District 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 District may result in immediate cancellation of work in progress and/or removal of the Contractor from the District's active vendor and bidders list for up to one (1) year.
- 60.4 The Contractor, its laborers and employees shall not fraternize or otherwise communicate with students or staff except in cases of safety and like necessities.
- 60.5 The Contractor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo or to use profanity in any manner while on school property. Objectionable clothing shall be determined by the District's on-site personnel.
- 60.6 The Contractor shall ensure that its laborers and employees and its subcontractors' employees fully comply with all school policies/regulations pertaining to restrictions that

affect anyone on District-owned property. Examples of these current policies are:

- 60.6.1 Each worker must comply at all times with the District's Badge Identification Program.
  - 60.6.2 All persons shall maintain professional work attire at all times (see GC 60.5).
  - 60.6.3 Controlled substances (i.e., tobacco, alcohol, illegal drugs, dangerous substances) are not allowed on the school/construction site (see GC 12.6).
  - 60.6.4 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.
- 60.7 Removal of a specific person from a project as a result of any condition noted above will not relieve the Contractor from timely performance of work completion and will not be considered grounds for a request for additional costs or time extension to complete the project.
- 60.8 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 District and shall make good any loss, damage, or injury without cost to the owner, subject to the Builder's Rick Coverages.
- 60.8.1 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 District 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.
  - 60.8.2 The Contractor shall take special precautions against fire and shall comply fully with the requirements of city, county, and insurance authorities including stipulations as outlined below:
    - 60.8.2.a Combustible refuse shall be removed from the site and disposed of daily in a manner approved by the governing authorities.
    - 60.8.2.b 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.
    - 60.8.2.c Gas line and Boiler work.
  - 60.8.3 The Contractor will not do any work on gas lines on or near the building while the building is occupied.
  - 60.8.4 No work on the boilers, furnaces, or gas lines will be done without prior notification and approval of the property management services department.

- 60.8.5 Boilers and furnaces will not be turned on or off by any Contractor.
- 60.8.6 When boilers or furnaces are to be turned on or off, the property management services department will be notified and the appropriate personnel will be dispatched to carry out the necessary procedures.
- 60.8.7 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 District Security office. Keys are NOT TO BE DUPLICATED under any circumstances, and Contractor understands that keys must be surrendered immediately upon request.

**END OF GENERAL CONDITIONS OF THE CONTRACT**