

GENERAL CONDITIONS OF THE AGREEMENT

GC - 1.00 CONTRACT DOCUMENTS

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

GC - 2.00 DEFINITIONS

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

2.02 "Contract" or "Contract Documents" shall include the items enumerated above under GC - 1.00 CONTRACT DOCUMENTS

2.03 "Owner" shall mean the Falcon School District No. 49, named and designated as such in the Contract Documents acting through its duly authorized representative.

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

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

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

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

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

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

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

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

2.12 The “date of final completion”, “substantial completion” and “finally completed” shall mean the date, as determined by the Owner and the Engineer after their inspection, when the entire Project is finished with the exception of the punch list items and the project has been put to its intended use by the Owner. The date of final completion shall terminate the further assessment of liquidated damages.

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

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

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

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

GC - 3.00 ORAL STATEMENTS

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

GC - 4.00 REFERENCE STANDARDS

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

GC - 5.00 ITEMS COVERED BY CONTRACT PRICE

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

GC - 6.00 EXECUTION, CORRELATION, INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

a. Addenda to the drawings and specifications take precedence over the original construction documents.

b. Should a conflict arise between the drawings and specifications, the specifications shall have precedence over the drawings.

c. In the drawings, the precedence shall be drawings of larger scale over those of smaller scale and noted materials over graphic indications.

d. Any work mentioned in the specifications and not shown in the drawings or shown in the drawings and not mentioned in the specifications shall be of like effect as if

shown or mentioned in both. Design/Builder shall examine the specifications and drawings and check all dimensions and notify Owner of any discrepancies between the specifications and drawings and any deficiencies, omissions or errors therein before any work is done.

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

GC - 7.00 DRAWINGS AND SPECIFICATIONS

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

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

7.03 Drawings and Specifications Available on the Site. The Design/Builder shall maintain at the site for the Owner and the Engineer 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 Design/Builder shall also keep on the site all applicable standards, codes, manufacturer's or other specifications referenced in the Contract Documents. The drawings, marked to record all changes made during construction., shall be delivered to the Engineer for the Owner upon completion of the work.

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

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

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

7.07 Project Record Drawings. The Design/Builder 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 Design/Builder shall also maintain a Contract set of specifications at the site, noting therein by appropriate section, the names, models and other distinguishing characteristics of the products actually incorporated into the work. This set of drawings and specifications shall be updated daily as the job progresses and shall be made available to the Owner and the Engineer 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 Engineer.

GC - 8.00 SHOP DRAWINGS AND SAMPLES

8.01 Shop Drawings. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data which are prepared by the Design/Builder 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 Design/Builder to illustrate a material, product, or system for some portion of the work.

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

8.03 Subcontractor. The Design/Builder shall require each subcontractor to prepare, stamp with his approval and submit to the Design/Builder 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 Engineer as covered by modifications. Shop drawings and samples will properly identify specified items. At the time of submission, the subcontractor shall inform the Design/Builder and the Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC - 38.00 APPROVAL OF SUBSTITUTIONS.

8.03.01 The Design/Builder shall also require each subcontractor to prepare and transmit sufficient sets of sepia transparencies, reverse printed, 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 the Design/Builder to meet the project construction schedule and the subcontractors' contract schedule, or shall present, in writing, valid reasons for any delay.

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

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

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

8.03.05 The Design/Builder will review, approve, stamp and then submit the sepia transparencies, prints, and samples to the Engineer for approval with copies to the Owner. After review, the Engineer will have prints made for his own use and will then return the sepia transparencies to the Design/Builder with the Engineer's appropriate comments. Those returned for correction shall be correct and resubmitted. Upon receiving the approved sepia sets from the Engineer, the Design/Builder will make requested sets of prints for distribution to appropriate subcontractors, fabricators, manufacturers, and suppliers who require them for coordination of their work.

8.04 Verification. By approving and submitting shop drawings and samples, the Design/Builder thereby represents that he has determined and verified all field measurements, field

construction criteria, dimensions, elevations, quantities, materials, catalog numbers, and similar data, as shown on the drawings and specifications furnished by the Engineer, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

8.05 Engineer Review. The Engineer 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 Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions. Upon the Final Completion of the work prior to issuance of the Letter of Acceptance by the Owner, the Engineer shall be furnished two corrected copies of all shop or setting drawings showing the as-built condition of the work. The Engineer, after review, shall submit one of these copies to the Owner.

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

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

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

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

GC - 9.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

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

9.01.01 Unless otherwise specified, the Design/Builder shall pay for all the power, light and water used by him and the subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cut-off date on permanent meters shall be either the agreed date of full occupancy by the Owner or the date of final acceptance of the project, whichever shall be the earlier date. Upon Final Completion of the work, the Design/Builder shall remove all such temporary facilities from the site.

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

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

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

9.03.01 The Design/Builder shall provide suitable temporary facilities and quarters for workmen and shall maintain on premises water-tight storage shed or sheds, tool houses for storage of building materials and tools which may be damaged by weather. The Design/Builder 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 Design/Builder shall remove all such temporary facilities from the site.

9.03.02 The Design/Builder shall provide adequate, weatherproofed, heated and well-lighted office space at the site of the work, for the use of the Engineer and the Owner and their representatives. The Design/Builder shall also provide telephone service at such office, which shall be available for the use of the Engineer, the Owner and their representatives without charge, except for toll calls.

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

GC - 10.00 EMPLOYEES

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

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

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

10.02.01 The Design/Builder has verified or attempted to verify through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "Basic Pilot Program") that the Design/Builder does not employ any illegal aliens. If the Design/Builder has not been accepted into the Basic Pilot Program prior to entering into this Contract, the Design/Builder shall apply to participate in the Basic Pilot Program every three months until the Design/Builder is accepted or the Contract for services has been completed, whichever is earlier. The Design/Builder shall not use the Basic Pilot Program to undertake preemployment screening of job applicants while the Contract is being performed.

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

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

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

10.02.03 The Design/Builder shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to Colo. Rev. Stat. § 8-17.5-102(5).

10.02.04 If the Design/Builder violates the provisions of this section GC - 10.02, the Owner may terminate the contract for breach and the Design/Builder shall be liable for actual and consequential damages.

10.03 Equal Employment. During the performance of this Contract, the Design/Builder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability or age. The Design/Builder 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 Design/Builder 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 Design/Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design/Builder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, disability or age.

10.03 Responsibility for Employees. The Design/Builder shall be responsible to the Owner for the acts and omissions of all his employees. The Design/Builder 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 Design/Builder or subcontractors as set forth herein.

GC - 11.00 ROYALTIES AND PATENTS

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

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

12.01 Surveys. As needed and as provided by the Owner, the Design/Builder shall obtain from the Engineer a copy of all surveys describing property lines, elevation bench marks, physical characteristics, and utility locations.

12.02 Construction Permits and Licenses. The Design/Builder will procure any permit from the State of Colorado Department of Public Safety necessary to commence construction. All other permits, including electrical and mechanical, governmental fees, and licenses necessary for the proper execution and completion of the work shall be secured and paid for by the Design/Builder. Design/Builder shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon

presentation to the Owner of receipts for these expenses. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Owner is generally exempt from paying any fee for any building permit issued by any building departments located in El Paso County and the Design/Builder shall see that no building permit fee is paid. However, the Design/Builder shall secure such permit from proper governmental agency if requested by the Owner, in which case the cost of any such fee shall be verified and paid by the Owner. The Owner will negotiate and provide for all electrical, gas, water and sewer mains for Design/Builder's connections. The Design/Builder is to arrange with the utility company for actual connection, make necessary connections and pay for all inspection fees and permits in connection therewith as required by any governmental agency. Design/Builder shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon presentation to the Owner of receipts for these expenses. In addition, the Design/Builder will furnish any material or items as required to complete all connections. The Design/Builder shall call for all inspections required by the State Building inspection authority and any other agencies having jurisdiction over the work.

12.02.01 The Design/Builder will secure and pay for the building permit.

12.02.02 Right-of-way, grading, electrical and mechanical permits shall be taken out and paid for by the Design/Builder or respective subcontractor as required by the governing public agency. The Design/Builder shall call and pay for all inspections required by the State Building inspection authority, El Paso County, the Metro District, the Fire District or public agencies as required. Design/Builder shall be reimbursed by Change Order for the cost of all such permits and fees, at direct cost, upon presentation to the Owner of receipts for these expenses.

12.03 Laws and Regulations. The Design/Builder shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Design/Builder observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Design/Builder performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom and to correct same.

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

GC - 13.00 BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

13.01 Benchmarks. The Design/Builder 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 Design/Builder shall remain responsible for their maintenance and their accuracy. A permanent benchmark, approved as to location and type by the Engineer, from which all grades are to be taken, shall be established near the site of the work by the Design/Builder. From this benchmark the Design/Builder shall ascertain all grades and levels to the building as needed. The Contract Documents shall include all necessary information to establish the benchmark.

13.02 Preservation of Monuments and Stakes. The Design/Builder shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of his destruction thereof, the Design/Builder 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 Design/Builder shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

13.03 Measurements. Before ordering any material or doing any work, the Design/Builder shall verify all measurements at the project and shall be responsible for correctness of same. No extra charge

or compensation shall be allowed because of difference between actual dimensions and the measurements indicated on the Drawings.

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

GC - 14.00 PROTECTION OF WORK AND PROPERTY

14.01 The Design/Builder 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 Design/Builder or any of this subcontractors; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

14.03 The Design/Builder 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 Design/Builder, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss proximately caused by faulty drawings or specifications or to the acts or omissions of the Owner or Engineer and not attributable to any fault of negligence of the Design/Builder.

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

GC - 15.00 ACCESS TO WORK

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

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

15.02 Inspection. If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Design/Builder shall give the Engineer timely notice of its readiness for checking by the Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection. All required certificates

of inspection shall be secured by the Design/Builder. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Design/Builder's expense.

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

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

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

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

GC - 16.00 DESIGN/BUILDER'S ON-SITE SUPERINTENDENCE AND MANAGEMENT

16.01 During the progress of the work, the Design/Builder shall ensure that competent supervision and management satisfactory to the Engineer and the Owner are being performed on the project at all times.

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

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

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

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

16.06 The Design/Builder shall provide engineering, surveying and coordination to accurately

establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Design/Builder's work. He shall lay out the work in a manner satisfactory to the Engineer, making permanent records of all lines and levels required for excavation, grading and foundations, and for all other parts of the work. He shall determine the commencement and certify the proper coordination, completion of the various trades, subcontractors, and stages of construction.

GC - 17.00 CHANGES IN THE WORK

17.01 Change Orders. The Owner may, at any time, by a written change order directed through the Engineer, 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 Design/Builder for adjustment under this clause must be asserted in writing within ten (10) calendar days from the date of receipt by the Design/Builder of the notification of change. No change order or other form of order or directive by the Owner or Engineer 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 Design/Builder is given written assurances by the Owner that lawful appropriation to cover the costs of the additional work have been made.

17.02 Minor Changes. In giving instructions, the Engineer 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 Owner signed or countersigned by the Engineer, or a written order from the Engineer stating that the Owner has authorized the extra work or change. No claim for an addition to the contract sum shall be valid unless ordered or authorized in the manner set forth in this paragraph.

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

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

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

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

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

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

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

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

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

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

GC - 18.00 CLAIMS FOR EXTRA COST OR ADDITIONAL TIME

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

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

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

18.02.01.b If usually adverse weather conditions are a basis of a claim for additional time, the weather experienced at the Project site during the time of completion for the Project must exceed the following schedule of monthly anticipated adverse weather delays.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAYS Work Days Based on a Five (5) Day Schedule Week

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Days	7	4	4	4	6	3	4	2	3	3	2	5

This schedule is based on the National Oceanic and Atmospheric Administration (NOAA) for the Colorado Springs Area and will constitute the base line for monthly weather time evaluations. All subsequent monthly updates of the Design/Builder's project schedule will incorporate these anticipated adverse weather delays in all weather dependent activities. Actual adverse weather delays must prevent work on critical path schedule activities for fifty-one percent (51%) or more of the Design/Builder's scheduled work

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

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

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

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

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

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

GC - 19.00 HAZARDOUS MATERIALS

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

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

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

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

GC - 20.00 CHANGED CONDITIONS

20.01 The Design/Builder shall promptly, and before such conditions are disturbed, notify the Owner and the Engineer in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as

inherent in work of the character provided for in the Contract Documents. The Owner and the Engineer shall promptly investigate the conditions, and if the Owner finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of the work, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Design/Builder for adjustment hereunder shall not be allowed unless he has given notice as above required.

GC - 21.00 CORRECTION OF WORK

21.01 Correction of Work Before and After Completion. The Engineer or Owner has the authority to condemn work which is defective or does not conform to the Contract Documents. The Design/Builder, following written demand, shall promptly correct all work rejected by the Engineer or Owner as defective or as failing to conform to the Contract Documents whether observed before or after final completion and whether or not fabricated, installed or completed. The Design/Builder shall bear all costs of correcting such rejected work, including the cost of the Engineer's and/or Owner's consultant's additional services. If the Design/Builder precedes to build in or cover the item which has been rejected, he shall be totally responsible for the cost of removal and replacement of said item and removal and replacement of all necessary work surrounding or covering the item in order to produce a first-class job.

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

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

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

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

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

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

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

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

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

GC - 22.00 OWNER'S RIGHT TO CARRY OUT WORK

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

GC - 23.00 OWNER'S TERMINATION WITHOUT CAUSE

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

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

GC - 24.00 OWNER'S TERMINATION FOR DESIGN/BUILDER'S BREACH

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

24.02 Owner may terminate this Agreement by giving seven (7) calendar days' written notice to the Design/Builder specifying the default and the effective date of termination and, without prejudice to

other rights or remedies provided by law or by the Agreement, may take possession of the premises and of all or any part of the materials and equipment delivered or in route to the site and finish the Work by whatever method it may deem expedient;

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

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

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

GC - 25.00 DESIGN/BUILDER'S TERMINATION FOR OWNER'S BREACH

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

GC - 26.00 PAYMENT

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

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

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

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

26.02.03 Payments will be made in the full value of the work performed and material stored less ten percent (10%) of such value which shall be retained until completion and acceptance of all work, unless otherwise agreed by Owner, and less the aggregate of any previous payments. Upon the certified completion of fifty percent (50%) of the work, as determined by the Engineer and the Owner, and if satisfactory progress is being made in the work, in the sole opinion of the Owner, then no retainage shall be made from further monthly payments, subject to any retainages made by the Owner from the final payment. Upon satisfactory completion and final acceptance of each separate building or portion of the building or other division of the contract upon which agreement has been reached as to its separate price, the Owner may make payment in full, including retained percentages thereon less deductions as determined by the Owner. Before such payment is made, the Owner shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the work. Partial and final payments by the Design/Builder to his subcontractors shall be made in the same manner as provided herein between the Owner and the Design/Builder. The Owner reserves the right to withhold payments at any time regardless of the Engineer'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 Owner or Engineer, or if the Surety withholds his consent, the amount of retainage being held may be increased at the sole discretion of the Owner.

26.02.04 The Design/Builder 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.

26.02.05 The Design/Builder warrants and guarantees that title to all work, materials and equipment covered by a Request for Payment, whether physically in-place in the project or not, will pass to the Owner upon the receipt of such payment by the Design/Builder, free and clear of all liens, claims, security interests or encumbrances; and that no work, materials or equipment covered by a Request for Payment will have been acquired by the Design/Builder 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 Design/Builder or such other person. This provision shall not be construed as relieving the Design/Builder from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

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

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

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

either to protect the Owner from loss on account of:

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

GC - 27.00 CONSTRUCTION SCHEDULE AND MONTHLY SCHEDULE UPDATE REPORTS

27.01 The Design/Builder shall submit, within ten (10) calendar days after the date of the Notice of Contract Award in a format acceptable to the Owner, 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 Owner to accept the work on the date specified in the Construction Agreement. The schedule shall portray fully a timetable representing the various elements in the schedule of values including all submittals, shop drawings and samples and shall provide for the expeditious and practicable execution of the work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element. Additional detailed schedules of separate elements of the work may be requested at the Owner's discretion. No Request for Payment will be accepted by the Owner until this schedule has been submitted as required herein. This schedule shall be revised from time to time during the progress of the work when the actual progress, in the opinion of the Engineer or the Owner, varies materially from that previously approved.

27.02 The Design/Builder shall submit with the Request for Payment Monthly Schedule Updates. These reports shall reflect the Design/Builder's "work in place" progress and will be certified by the Design/Builder or his superintendent as to the date and contents of such "work in place" schedule update report. If requested by the Owner, 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 Design/Builder'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.

27.03 The Design/Builder shall schedule all work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service or any type. Where electrical or mechanical work performed under this Contract will necessitate interruptions of service to existing facilities, the Design/Builder 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 Design/Builder shall bear the cost of all overtime or inconvenience resulting therefrom.

27.04 During the course of construction the Design/Builder shall maintain free and unimpeded

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

GC - 28.00 INSURANCE

28.01 The Design/Builder shall not commence work under this contract until he has obtained all insurance required by this document, and proof of such insurance has been submitted and approved by the Owner. The Design/Builder shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor(s) has been obtained with proof of such insurance submitted and approved by the Owner. During the term of this Contract and any warranty periods, the Design/Builder and all subcontractors must keep in force the insurance coverages with required minimum limits listed in this section. THE OWNER MUST BE NAMED AS AN ADDITIONAL INSURED ON THE DESIGN/BUILDER'S AND ALL SUBCONTRACTORS' INSURANCE POLICIES.

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

28.03 Required Minimum Limits of Insurance.

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

28.03.02 Commercial Automobile Liability: A combined single limit of \$500,000 for bodily injury and property damage or \$250,000 per person and \$500,000 per occurrence for bodily injury and property damage. Uninsured/underinsured motorists liability and Personal Injury Protection (No-Fault) liability insurance is required in accordance with Colorado statutes.

28.03.03 Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of Colorado and Employer's Liability limits of \$100,000 each accident/\$100,000 disease policy limit/\$100,000 disease each employee.

28.03.04 Professional Liability (Errors & Omissions): \$1,000,000 per occurrence, \$1,000,000 annual aggregate for claims resulting from error and/or omissions of a certified professional including, but not limited to all architects, engineers, and employees of professional consulting firms. A "Claims-made" policy form is acceptable. Exceptions may be granted by the Owner in special situations, after reviewing a certified copy of the policy.

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

28.05 Notice of Changes in Insurance Policies: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage

or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the following:

Acting Superintendent, Eric Paugh
Falcon School District No. 49
10850 E. Woodmen Road
Falcon, CO 80831

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

28.07 Builder's Risk Completed Value Property Insurance: The Owner shall pay for and keep in force Builder's Risk Completed Value Insurance, insuring property of every kind and description, including materials and supplies, used or to be used, in a part of, or incidental to, the construction operations. The insurance shall exclude Design/Builder's equipment of every description and faulty workmanship of the Design/Builder. The Builder's Risk Insurance shall insure the entire project against "all risks" of physical loss or damage including, but not limited to, flood, fire, theft, vandalism, malicious mischief, and "extended coverages". 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.

28.07.01 The General Design/Builder will not be responsible for any deductibles. The General Design/Builder can be named as an additional insured. The General Design/Builder can obtain a copy of the policy.

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

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

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

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

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

28.11 Professional Liability Insurance: This insurance is to protect the Design/Builder,

subcontractor(s), and the Owner against claims arising out of any act of error or omission of a professional architect, engineer, or consultant.

GC - 29.00 PERFORMANCE AND PAYMENT BONDS

29.01 The Design/Builder shall, within seven (7) calendar days from the Bid Opening date furnish bonds to the Owner in the full amount of the Contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such forms as the Owner may prescribe and with such sureties as he may approve. Such bonds shall be duly executed by a qualified surety, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Design/Builder or his subcontractors fail to duly pay for any labor, materials or other supplies used or consumed by such Design/Builder or his subcontractors in the performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of twelve percent (12%) per annum. The Performance Bond shall additionally guarantee that the Design/Builder shall remedy any omissions; correct any and all defects; and adjust and make operable all component parts of the work falling under the requirements of his Contract which may be called to his attention within a period of twelve (12) months following the date of the Letter of Acceptance.

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

29.03 Subcontractors prequalified by the Owner, prior to bidding, that enter into a subcontractor agreement with the Design/Builder for any portion of the work, shall provide the Design/Builder with Performance and Payment Bonds in accordance with the Contract Documents on the basis of their subcontract scope of work to the Design/Builder.

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

GC - 30.00 SUBCONTRACTS

30.01 The Design/Builder shall include with his proposal on the forms provided, the names of subcontractors and suppliers of labor and materials. The Design/Builder shall, before awarding any subcontracts, reverify to the Owner and the Engineer in writing on the standard form "Request for Approval of Subcontractors" the names of subcontractors proposed for the principal parts of the work and for such others as the Owner or Engineer may direct. The Design/Builder shall not employ any subcontractors that the Owner or Engineer may, within a reasonable time, object to as incompetent, unfit or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

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

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

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

GC - 31.00

RELATIONS OF DESIGN/BUILDER AND SUBCONTRACTOR

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

31.02 The subcontractor agrees with the Design/Builder:

a. To be bound to the Design/Builder by the terms of the Construction Agreement, General Conditions of the Agreement, the Supplementary General Conditions, the Drawings and Specifications and any other Contract Documents, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner;

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

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

d. To submit to the Design/Builder applications for payment in such reasonable time as to enable the Design/Builder to apply for payment as specified in the General Conditions, and;

e. To make all claims for extras, for extensions of time, and for damages for delays or otherwise, to the Design/Builder in the manner provided in the General Conditions of the Agreement and the Supplementary General Conditions for like claims by the Design/Builder upon the Owner, except that the time for making claims for extra cost is one week.

The Design/Builder agrees:

f. To be bound to the subcontractor by all the obligations that the Owner assumes to the Design/Builder under the Agreement, General Conditions of the Agreement, the Supplementary General Conditions, the Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Design/Builder from the Owner;

g. 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 Design/Builder on account of the subcontractor's work to the extent of the subcontractor's interest therein;

h. To pay the subcontractor, upon the payment of Certificates, if issued otherwise than as in g. above, so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Design/Builder is to the value of the work done by him;

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

j. To pay the subcontractor a just share of any insurance payment received by the Design/Builder, applicable to work performed by such subcontractor.

31.03 Nothing in this article shall create any obligation on the part of the Owner to pay or to

see to the payment of any sums to any subcontractor, nor shall it form the basis for any action by the subcontractor against the Owner on any contractual theories.

31.04 The Design/Builder shall arrange for the foreman of each subcontractor (mechanical, electrical, masonry, plastering, painting, etc.) on the job to meet with the Engineer 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 - 32.00 ENGINEER'S STATUS AND INSPECTIONS

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

32.02 Decisions. The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance, although the Owner shall retain the final authority in decisions regarding such matters. The Engineer shall, within a reasonable time, make recommendations on all claims of the Design/Builder and on all other matters relating to the execution and progress of the work. All such decisions shall be subject to review by the Owner. The Engineer's decisions in matters relating to artistic effect, after consultation with the Owner, shall be final, if within the terms of the Contract Documents.

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

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

GC - 33.00 USE OF PREMISES

33.01 The Design/Builder shall confine his apparatus, the storage of materials, and the

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

GC - 34.00 CUTTING, PATCHING, AND EXCAVATION

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

34.02 Any cost caused by defective or improperly timed work shall be borne by the party responsible therefore. The Design/Builder 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 Engineer.

34.03 Each subcontractor shall leave all chases, holes or openings straight, true, and of proper size in his own work, or cut the same in existing work as may be necessary for the proper installation of his own or another subcontractor's work, consulting with the Engineer and the Design/Builder regarding proper location and size of same. In case of his failure to leave or cut same in the proper place, he shall cut them afterward at his own expense. No excessive cutting will be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Engineer. After such work has been installed, he shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Engineer. Each section of the technical specifications shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

GC - 35.00 CLEANING UP

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

35.02 All 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 Owner. In case of dispute the Owner may perform such cleaning up as may be required and charge the cost to the Design/Builder.

GC - 36.00 STATUTES, ORDINANCES AND REGULATIONS

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

GC - 37.00 SALES AND USE TAX

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

GC - 38.00 APPROVAL OF SUBSTITUTIONS

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

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

38.03 See Instructions to Bidders. Proposed substitutions submitted with the Design/Builder's bid will not be accepted.

GC - 39.00 OCCUPANCY

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

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

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

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

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

39.06 The Design/Builder shall not be held responsible for any damage to the occupied part of the project resulting from the Owner's occupancy.

39.07 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Design/Builder against each other.

GC - 40.00 DAMAGE TO UTILITIES

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

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

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

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

GC - 41.00 BLASTING

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

GC - 42.00 HISTORICAL DATA

42.01 In addition to warranties, guarantees, operating instructions, etc., elsewhere specified, the Design/Builder, at the conclusion of the work and before final payment is made, shall furnish a listing, giving principal's names, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor or materials on the job with identification of the services rendered. There shall be provided one (1) copy for the Engineer and three (3) copies for the Owner. All copies shall be delivered

to the Engineer for review and distribution.

GC - 43.00 TESTING OF BUILDING SYSTEMS

43.01 The Design/Builder shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing of all building systems. All testing shall be of the complete system, before covering, or of individually separable larger portions of the system and shall be performed in the presence of the appropriate consultant and representative of the Owner. A written report shall be filed in the office of the Acting Superintendent, Falcon School Dist No. 49, recording each test, and signed by such consultant.

GC - 44.00 TEMPORARY OR TRIAL USAGE

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

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

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

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

GC - 45.00 SEPARATE CONTRACTS

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

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

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

GC - 46.00 DESIGN/BUILDER'S MUTUAL RESPONSIBILITY

46.01 The entire project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of contracts. Each contractor shall, therefore, take due notice of

the work called for in contracts other than his own. Should the Design/Builder cause damage to any separate contractor on the work, the Design/Builder agrees, upon due notice, to settle with such other separate contractor by agreement, if he will so settle. If such other separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner may notify the Design/Builder, who shall, at the Owner's option, defend such proceedings at the Design/Builder's expense or reimburse the Owner for the expenses incurred in defense, and, if any judgment against the Owner arises therefrom, the Design/Builder shall pay or satisfy it and pay all costs and expenses thereby incurred by the Owner.

GC - 47.00 LIENS

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

GC - 48.00 WORK IN EXISTING BUILDING

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

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

GC - 49.00 INDEMNIFICATION

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

GC - 50.00 ACCEPTANCE AND FINAL PAYMENT

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

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

50.01.02 When the work is inspected in phases or portions the Date of Final Completion for all of the work shall be established in accordance with GC - 2.12

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

50.02 Upon receipt of written notice from the Design/Builder that the punch list work is complete and the Project is ready for Final Inspection and Final Acceptance, the Design/Builder, the Engineer, and the Owner shall make such final inspection, and when all the work is found to be acceptable under the Agreement and the Agreement fully performed, including the satisfactory completion of all punch list items, the Engineer shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Agreement has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefore, and that the balance found to be due the Design/Builder and noted in said final certificate subject to any deductions or set-offs by the Owner, is due and payable.

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

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

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

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

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

50.08 The making and acceptance of the final payment shall not constitute a waiver of any

claims by the Owner, including, among other things, those arising from unpaid claims, from faulty work which appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC - 51.00 LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

51.01 The Design/Builder, at the conclusion of the work and before final payment is made, shall furnish a listing, giving names, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor or materials on the project with identification of the services rendered or materials provided.

GC - 52.00 WARRANTIES ON PORTIONS OF THE WORK

52.01 The Design/Builder 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 Engineer and the Owner upon completion of the work. All such warranties shall commence from the date set forth in the Letter of Acceptance and will not in any way reduce the Design/Builder's responsibilities under this Contract. Whenever guarantees or warranties are required by the specifications for a longer period than two (2) years, such longer period shall govern. Each section of the technical specifications shall include a minimum warranty period of two (2) years unless specifically stated to the contrary.

GC - 53.00 DESIGN/BUILDER'S PROJECT GUARANTEE AFTER COMPLETION

53.01 The Design/Builder 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.

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

53.03 The Design/Builder shall perform all warranty work in accordance with the Owner's Warranty Work Process herein described.

53.03.01 The two (2) year warranty period shall begin at the date set forth in the Letter of Acceptance of the Design/Builder's work.

53.03.02 During the Project's two (2) year warranty period the Design/Builder shall attend quarterly Warranty Work Request meetings. The Owner shall establish date, time, and place of these meetings at the beginning of the two (2) year warranty period. These meetings shall include, but not limited to, three (7) quarterly Warranty Work Request meetings and one (1) complete Warranty Work Request.

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

Owner.

53.03.04 The Owner, the Engineer and his subconsultants, and the Design/Builder together shall make one (1) complete inspection of the work after the work has been accepted by the Engineer and the Owner. This inspection shall be made approximately twelve (12) months after the acceptance of the work. The Engineer shall make a written report of this inspection, certified as to contents and date of inspection, and forward these reports by mail to the Owner and the Design/Builder within seven (7) calendar days after completion of the inspection. The Design/Builder 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 Engineer's written report.

53.03.05 If the Design/Builder fails to promptly correct all deficiencies and defects shown by the report, the Owner may do so, after giving the Design/Builder ten (10) calendar days written notice of intention to do so. The Owner shall be entitled to collect from the Design/Builder 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 Design/Builder provided for herein are in addition to and not in lieu of any other remedies available to the Owner.

GC - 54.00 LIMITATION OF ACTIONS AND STATUTE OF REPOSE

54.01 With regard to the applicable statute of limitations period, any actions against the Design/Builder, his subcontractors, suppliers or others providing materials or services for the project, brought to recover damages for injury to person, damage to property or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction or observation of construction of the project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered.

54.02 With regard to the applicable statute of repose period, in no case shall such an action be brought more than fifteen (15) years after the final completion and acceptance of the project.

GC - 55.00 SOIL TEST REPORT

55.01 The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the site and to prepare a report of the findings. Such reports, if accomplished, will be available for review by the Design/Builder in the Engineer'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 Owner by a separate consultant is believed to be reliable; however, the Owner and the Engineer do not guarantee its accuracy or completeness. All applicable subcontractors shall be fully familiar with the contents of such reports, if prepared, and shall consider and evaluate them in the performance of their contracts.

GC - 56.00 EXPEDITING MATERIALS

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

GC - 57.00 MISCELLANEOUS KEYS, SWITCHES, ETC.

57.01 Except as otherwise specifically required by the Technical Specifications at the completion of the project, all loose keys for hose bibs, adjustment keys and wrenches for door closers

and panic hardware, keys for electric switches, electrical panels, and all other equipment shall be identified and accounted for and turned over to the Engineer for transmittal to the Owner.

GC - 58.00 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

58.01 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.

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

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

GC - 59.00 LABOR DISPUTES

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

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

GC - 60.00 LABOR, WORKMANSHIP, AND SCHOOL SECURITY

60.01 All work performed under this contract shall be performed in a skillful and workmanlike manner. The Owner may require that the Design/Builder immediately remove from the construction site any employee the Owner or on-site school district personnel deem to be incompetent, careless, or otherwise objectionable.

60.02 The Design/Builder 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 of contact with school district students, staff, property, or sensitive records maintained at school district sites) by the Design/Builder on all laborers and employees utilized in the performance of the work.

60.02.01 When there is reasonable doubt regarding a particular person's suitability, a request may be made through the Owner for an approval/opinion prior to the individual beginning work. The Design/Builder shall submit copies of all security/background checks performed within twenty-four (24) hours of a request by the Owner for such information. The Owner may request copies of these security/background checks up to twelve (12) months after completion of the specific project (site work). Failure to complete or submit any required security/background check requested by the Owner, may result in immediate cancellation of work in process and/or removal from the active vendor and bidders list for up to one year.

60.03 The Design/Builder, its laborers and employees shall not fraternize or otherwise communicate with the students except in cases of safety and like necessities.

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

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

- a. Each worker must participate in the Owner's Badge Identification Program.
- b. Maintain professional workmanlike attire (see GC - 60.04).
- c. Controlled substances (i.e. tobacco, alcohol, illegal drugs, dangerous substances) are not allowed on the school/construction site.
- d. Possession of any weapon, including a pocketknife, that is not directly used as a tool for the work in progress is not allowed on the school/construction site.

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

END OF GENERAL CONDITIONS