From Stephen Henry <stephen.henry@bvsd.org>
Subject **Revised High Peaks Document**
To Mandy Larson <Mandy.Larson@swinerton.com>
Cc Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>, Harley Evans <HEvans@swinerton.com>, Dawson Jones <DaJones@swinerton.com>, Jade Mercer <Jade.Mercer@swinerton.com>
Date November 7, 2025 10:33:37 AM MST

Mandy - Please see attached exhibits for all three projects. These should be good with the exception of needing the schedule. I moved some things around and made a couple changes as we've discussed but wanted you to have a last look before I put those in for the board. As long as you are good with them I don't believe we have any more material changes within, just adding in the schedules.

Thanks,

On Fri, Nov 7, 2025 at 9:47 AM Stephen Henry <stephen.henry@bvsd.org> wrote:
> No - I can copy and paste in there as long as you're good with it. I'll get these thrown in and run through them one more time to be sure.
>
> Thanks Mandy!
>
> On Fri, Nov 7, 2025 at 9:46 AM Mandy Larson <Mandy.Larson@swinerton.com> wrote:
> > Stephen - See attached for updated quals. I sent the full exhibits for all 3 on Monday (email attached) - I spoke with Kris yesterday, and it sounded like you are planning to attach/replace the documents that have been updated since then. If you would like us to recompile the whole package, just let me know, it's no problem.
> >
> > Schedules will be done by EOD today. We're working on them as fast as we can!!
> >
> > Thank you!
> >
> > Mandy Larson, PE
> > Project Manager
> > SWINERTON
> > 6890 W 52nd Avenue
> > Arvada, CO 80002
> > **M** 720.601.0065
> > **E** mandy.larson@swinerton.com
> > swinerton.com
> >
> > ---
> >
> > **From:** Stephen Henry <stephen.henry@bvsd.org>
> > **Sent:** Friday, November 7, 2025 9:27 AM
> > **To:** Kris Stoppenhagen <kris.stoppenhagen@bvsd.org>
> > **Cc:** Harley Evans <HEvans@swinerton.com>; Mandy Larson <Mandy.Larson@swinerton.com>; Dawson Jones <DaJones@swinerton.com>; Jade Mercer <Jade.Mercer@swinerton.com>
> > **Subject:** Re: Revised High Peaks Document
> >
> > Hey Harley - It looks like Platt was revised and good to go. We still have a couple of notes in Manhattan and BCSIS that should be removed as you did on Platt. Can you also advise when you will be able to send over schedules and the balance of exhibits?
> >
> > Thank you,
> >
> > **Manhattan:**
> > General Qualification Item 2 - Please remove as in Platt
> > General Exclusions Item 1 - Please remove as in Platt
> >
> > **BCSIS -**
> > General Qualifications Item 3 - Please remove as in Platt
> >
> > On Thu, Nov 6, 2025 at 4:02 PM Kris Stoppenhagen <kris.stoppenhagen@bvsd.org> wrote:
> > > Thanks for making the change, Harley -
> > >
> > > Can we expect to see all of the exhibits compiled for each project still by EOD today?
> > >
> > > **Kris Stoppenhagen**
> > > **Executive Director of Bond Planning & Construction**
> > > **6500 Arapahoe Rd | Boulder, CO 80303**
> > > **720-561-5045 (office)**
> > > **(970) 556-2267 (mobile)**
> > > **bond.bvsd.org**
> > >
> > > On Thu, Nov 6, 2025 at 3:34 PM Harley Evans <HEvans@swinerton.com> wrote:
> > > > Stephen,
> > > > Here is the revised Exhibit C with the correct number for the addition of the alternates. I also updated the qualifications to match Platt.

Harley Evans
Senior Estimator

SWINERTON

6890 W. 52nd AVE., Suite 100
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D 720-749-1568
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--

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Attachments:

- CMGC Amendment Exhibits - BCSIS High Peaks GMP - 11.03.25.pdf
- CMGC Amendment Exhibits - Manhattan MS GMP - 11.03.25.pdf
- CMGC Amendment Exhibits - Platt MS GMP - 11.03.25.pdf

Exhibit A

Drawings, specifications and documents used to prepare the GMP

BCSIS / High Peaks Elementary School
November 3, 2025

BCSIS / High Peaks ES Upgrades - Exhibit A: Documents and Specifications

Drawing Index

Eidos 100% CD Drawings dated September 12, 2025
Addendum No. 1 dated October 8, 2025

General
A0.0 Cover Sheet
A0.1 2020 Code Plan (For Reference Only)
A0.2 Code Plan, Analysis, & Legend

Architecture Civil
AC1.0 Site Plan & Details
AC1.1 Exterior Soffit Diagram

Structural
S1.1 Structural General Notes
S2.0 Main Level Plan - Structural
S2.1 Enlarged Plans – Structural

Architecture
A1.0 Overall Floor Plan
A1.1 Floor Plans Area A
A1.2 Floor Plans Area B & Nursing Mother
A1.3 Floor Plans Area C & Wheelchair Lift
A2.0 Restrooms 102, 116 and 118 Demo. Plans, Enlarged Floor Plans, RCPs and Int. Elevs.
A2.1 Restrooms 221, 222, 231, 232 & 234 Demo. Plans, Enlarged Floor Plans, RCPs & Int. Elevs.
A3.0 Details, Wall Types & Finish Schedules
A4.0 Roof Plan and Details

Mechanical
M0.0 HVAC Coversheet
MD1.1 Main Level Demolition Plan - HVAC
MD1.2 Roof Level Demolition Plan - HVAC
M1.1 Main Level Plan - HVAC
M1.2 Roof Level Plan - HVAC
M2.1 Enlarged Plans - HVAC
M2.2 Enlarged Plans - HVAC
M4.0 HVAC Details
M5.0 HVAC Diagrams
M6.0 HVAC Schedules

Plumbing
P0.0 Plumbing Coversheet
PD1.0 Underfloor Demolition Plan - Plumbing
PD1.1 Main Level Demolition Plan - Plumbing
P1.0 Underfloor Plan - Plumbing
P1.1 Main Level Plan - Plumbing
P2.1 Enlarged Plans - Plumbing
P5.0 Plumbing Riser Diagrams
P6.0 Plumbing Schedules

Fire Protection
F0.0 Fire Protection Coversheet
F1.1 Main Level Plan - Fire Protection

Electrical

E0.0 Electrical Coversheet
E0.1 Electrical Lighting Coversheet
ED1.1 Main Level Demolition Plan - Electrical
E1.1 Overall Main Level Plan - Electrical
E2.1 Enlarged Plans - Electrical
E2.2 Enlarged Plans - Electrical
E2.3 Enlarged Plans - Electrical
E6.0 Electrical Schedules
E7.0 Electrical Panel Schedules

Specifications

Eidos Project Manual dated September 12, 2025
Addendum No. 1 dated October 8, 2025

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011500 Regulatory Requirements 1-2
012300 Alternates 1-2
012513 Product Substitution Procedures 1-4
012600 Contract Modifications Procedures 1-2
012900 Payment Procedures 1-4
013100 Project Management and Coordination 1-2
013120 Project Meetings 1-3
013200 Construction Progress Documentation 1-8
013233 Photographic Documentation 1-2
013300 Submittal Procedures 1-9
013500 Alteration Project Procedures 1-3
014000 Quality Requirements 1-7
014200 References 1-2
015000 Temporary Facilities and Controls 1-7
015400 Security 1
016000 Product Requirements 1-4
016400 Owner Furnished Products 1-3
017000 Execution Requirements 1-5
017300 Execution 1-13
017329 Cutting and Patching 1-4
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017700 Closeout Procedures 1-6
017710 Final Cleaning 1-2
017810 Project Record Documents 1-3
017820 Operation and Maintenance Data 1-7
017900 Demonstration and Training 1-4

DIVISION 2 – EXISTING CONDITIONS
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DIVISION 6 – WOOD, PLASTIC AND COMPOSITES
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DIVISION 7 – THERMAL AND MOISTURE PROTECTION
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079200 Joint Sealants 1-7

DIVISION 8 – OPENINGS
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081416 Flush Wood Doors 1-5

DIVISION 9 – FINISHES

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096513 Resilient Base and Accessories 1-4
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099600 High Performance Coatings 1-6

DIVISION 10 – SPECIALTIES
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102800 Toilet, Bath, and Laundry Accessories 1-4

DIVISION 12 – FURNISHINGS NOT USED

DIVISION 21 - FIRE SUPPRESSION
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210505 Fire Suppression Demolition for Remodeling 1-3
211301 Fire Protection Systems 1-4

DIVISION 22 – PLUMBING
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224000 Plumbing Fixtures 1-6

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230505 HVAC Demolition for Remodeling 1-4
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230548 HVAC Vibration Isolation 1-9
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230593 Testing, Adjusting, and Balancing 1-10
230713 Ductwork Insulation 1-5
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230913 Instrumentation 1-4
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232116 Hydronic Specialties 1-6
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233423 Power Ventilators 1-4
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237313 Indoor Modular Air Handling Units 1-8
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260527 Supporting Devices 1-2
260533 Conduits and Boxes for Electrical Systems 1-15
260923 Lighting Control Systems 1-10
262726 Wiring Devices 1-6
262816 Disconnect Switches 1-2
265119 LED Lighting 1-6

Exhibit B

Assumptions and clarifications made in preparing the GMP

Boulder Valley School District

BCSIS / High Peaks Elementary School

100% CD / GMP ESTIMATE QUALIFICATIONS

10/29/2025

Contents

1. General Qualifications
2. Project Document List
3. Trade-specific Qualifications
4. Qualifications

---

1. General

General Qualifications

1. Swinerton Builders has evaluated the documents and prepared a GMP based on the reasonable intent of these documents. This estimate does not represent a line item GMP.
2. The estimate is based on a construction duration of 3 months with an anticipated construction start of 05/26/26
3. The estimate includes a 3.0% Contractor Contingency
4. General Liability is included at 1.10 %.
5. Builder's Risk Insurance is included at 0.12%
6. GC Payment and Performance bond is included at 0.80%.
7. Proposal is good for 60 days and is contingent upon a mutually agreeable construction contract.
8. Swinerton includes a 24-month warranty on completed work commencing at substantial completion.
9. Billing for stored materials & deposits
10. Refer to estimate detail for additional comments and scope clarifications.

General Exclusions

1. Building permit fees
2. Plan check fees
3. Utility company fees and/or assessments
4. Sales Tax
5. Design and engineering fees
6. Project Labor Agreements / Prevailing Wage Rates
7. Minority / Diverse Business Participation
8. Professional liability insurance
9. Full time site security guards / services
10. Third party commissioning agent
11. Air quality monitoring
12. Mock-ups
13. Noise monitoring
14. Seismic instrumentation monitoring
15. Provisions for latent soils conditions and hazardous materials removal and/or remediation

16. Hazardous material abatement
17. Cost of temporary utility consumption during course of construction (water, sewer, gas, power)
18. Upgrades to existing building elements and systems found to be non-code compliant
19. Warranty repairs associated with existing systems and/or equipment

---

2. Project Document List

1. Drawings
    a. BCSIS High Peaks Elementary 100% Construction Documents; by Eidos Architects; dated 09/12/25
2. Specifications
    a. Project Manual BCSIS High Peaks Elementary; by Eidos Architects; dated September 12, 2025
3. Reports
    a. N/A
4. Other
    a. Addendum No. 1 BVSD BCSIS-High Peak Elementary School Renovation; by Eidos Architects; dated 10/09/2025

---

3. Trade-specific Qualifications

Division 1 – General Requirements

A. Qualifications
    1. None

Division 2 – Existing Conditions

A. Qualifications
    1. Assumes work can be completed during working hours
    2. Salvage of toilet partitions as is, no costs are included for missing hardware or repairs to the existing partitions.
B. Exclusions
    1. Hazardous Materials

Division 3 – Concrete

A. Qualifications
    1. Pricing includes concrete patch back
B. Exclusions
    1. No work to substrate is included

Division 4 - Masonry

A. Qualifications
    1. No scope of work

Division 5 - Metals

A. Qualifications
    1. No scope of work

Division 6 – Woods and Plastics

A. Qualifications
    1. None

Division 7 – Thermal and Moisture

A. Qualifications
    1. Roof patching to match existing roof system
    2. Assumed attaching new metal panels to existing building structure
B. Exclusions
    1. None

Division 8 – Openings

A. Qualifications
    1. No scope of work

Division 9 - Finishes

A. Qualifications
    1. Includes Level 4 finish
    2. Pricing assumes the low wall at the Faculty Lounge 302 to be 5' high
    3. Pricing assumes the Symmetrix FRP is not PVC free
B. Exclusions
    1. Level 5 finish
    2. Moisture mitigation
    3. Floor leveling
    4. Painting of doors and frames, stairs, window frames, exposed deck ceilings
    5. Painting of corridors 241 and 243

Division 10 - Specialties

A. Qualifications
    1. None

Division 11 - Equipment

A. Qualifications
    1. No Scope of Work

Division 12 - Furnishings

A. Qualifications
    1. See Alternate pricing below

Division 13 – Special Construction

A. Qualifications
    1. No Scope of Work

Division 14 – Conveying Systems

A. Qualifications
    1. No scope in base price.
    2. See Alternates pricing below for alternate scope

Division 21 – Fire Protection

A. Qualifications
    1. No scope of Work

Division 22+23 – Plumbing and HVAC

A. Qualifications
    1. Hoisting and rigging included
    2. Duct will be constructed using clean duct protocol
    3. Air balance for new work is included
    4. Rental equipment included
    5. State Plumbing Permit included
    6. 2 Year warranty on installation
    7. *Lead time on AAON equipment 20-22 weeks plus transit after approved submittals*
    8. Low Voltage temperature controls included by Alberio Energy (includes refrigerant monitoring)
B. Exclusions
    1. Heat trace
    2. Mass demo
    3. CAD or 3D modeling
    4. Commissioning
    5. Duct cleaning or cleanliness testing
    6. Warranty for owner furnished equipment
    7. Fire-life safety controls, duct smoke detector remote test stations, control panels, indication and/or wiring (included in electrical)
    8. Electrical power or line voltage wiring of any kind
    9. Acoustical analysis, design or treatment

Division 26 - Electrical

A. Qualifications
    1. Standard 2 year warranty on all work
    2. Permit and inspection fees included
    3. AHU-1 replacement includes pricing for new duct detector for fire alarm
B. Exclusions
    1. Tax exempt, no tax included
    2. Temporary power
    3. Relocation of existing IT racks
    4. Painting or wall patching
    5. Spares and/or owner attic stock
    6. Radio Amplification Systems
    7. Distributed Antennae System (DAS)
    8. Cable Tray Systems

9. Fireproofing of any penetrations or installations
10. Any sound caulking or smoke sealing
11. CAD or 3D modeling
12. Repairs or corrections to the existing electrical code violations and/or substandard workmanship existing

Division 27 - Communications

A. Qualifications
    1. No Scope of Work

Division 28 – Electronic Safety and Security

A. Qualifications
    1. No Scope of Work

The following Alternates are included in the estimate

#	Description	Total Price
1	N/A	N/A
2	Wheelchair Lift-**Accepted**	$86,556
3	Nursing Mother's Room	N/A
4	Replace Window Film in Cafeteria	N/A
5	N/A	N/A
6	Roller Shades in Classrooms 104, 105, 106, 107	N/A
7	Site Signage-**Accepted**	$6,045
8	Restroom Finish Renewal at 221, 222-**Accepted**	$100,950
9	Accessible Restroom at 234	N/A
10	Restroom Fixtures & Partitions at 116, 118, 221, 222, 231, 232	N/A
11	Miracle Method (paint ilo FRP) 116, 118, 221, 222, 231, 232-**Accepted**	$27,035
12	Emergency Lane Access-**Accepted**	$550

Exhibit C

Itemization of the GMP

BCSIS High Peaks Elementary School

Estimate Version: CD Documents, r00

Owner: Boulder Valley School District

Architect: Eidos Architects

November 4, 2025

Description Masterformat Level 1 > Masterformat Level 2	Base 1,436 sf		Bathrooms 116 & 118 1 ls		Cafeteria A/C 1 ls		TOTAL 1,436 gsf	
	Amount	*Cost/sf*	*Amount*	*Cost/ls*	*Amount*	*Cost/ls*	*Amount*	*Cost/gsf*
02 00 00 Existing Conditions	**$ 31,736**	**$ 22.10**	**$ 6,498**	**$ 6,498.00**	**$ 1,500**	**$ 1,500.00**	**$ 39,734**	**$ 27.67**
02 41 00 Demolition	**$ 31,736**	**$ 22.10**	**$ 6,498**	**$ 6,498.00**	**$ 1,500**	**$ 1,500.00**	**$ 39,734**	**$ 27.67**
Remove Floor Tile	$ 17,836	$ 12.42					$ 17,836	$ 12.42
Remove Wall Tile - Included	-						-	
Remove Book Storage Wall - Included	-						-	
Remove Plumbing - Included	-						-	
Sawcut and Demo Concrete - Included	-						-	
Bathrooms Demolition			$ 6,498	$ 6,498.00			$ 6,498	$ 4.53
Air Conditioning Demolition					$ 1,500	$ 1,500.00	$ 1,500	$ 1.04
GPR for Concrete Demo	$ 1,500	$ 1.04					$ 1,500	$ 1.04
Finish Protection	$ 12,400	$ 8.64					$ 12,400	$ 8.64
03 00 00 Concrete	**$ 8,975**	**$ 6.25**					**$ 8,975**	**$ 6.25**
03 00 00 Concrete	**$ 8,975**	**$ 6.25**					**$ 8,975**	**$ 6.25**
Concrete Slab, SOG	$ 4,425	$ 3.08					$ 4,425	$ 3.08
ECO Pan	$ 2,000	$ 1.39					$ 2,000	$ 1.39
Dowel into existing - Included	-						-	
Traffic Control	$ 2,550	$ 1.78					$ 2,550	$ 1.78
06 00 00 Wood, Plastics, and Composites	**$ 23,200**	**$ 16.16**	**$ 750**	**$ 750.00**			**$ 23,950**	**$ 16.68**
06 10 00 Rough Carpentry	**$ 23,200**	**$ 16.16**	**$ 750**	**$ 750.00**			**$ 23,950**	**$ 16.68**
Rough Carpentry	$ 3,200	$ 2.23	$ 750	$ 750.00			$ 3,950	$ 2.75
Public Egress Pathway Maintenance	$ 20,000	$ 13.93					$ 20,000	$ 13.93
07 00 00 Thermal and Moisture Protection	**$ 53,418**	**$ 37.20**	**$ 412**	**$ 412.00**	**$ 17,489**	**$ 17,489.00**	**$ 71,319**	**$ 49.67**
07 41 00 Roof Panels	**$ 52,034**	**$ 36.24**					**$ 52,034**	**$ 36.24**
Metal Soffit Panels	$ 39,900	$ 27.79					$ 39,900	$ 27.79
Repair Existing Soffit	$ 5,000	$ 3.48					$ 5,000	$ 3.48
Rolling Scaffolding	$ 7,134	$ 4.97					$ 7,134	$ 4.97
07 50 00 Membrane Roofing					**$ 17,489**	**$ 17,489.00**	**$ 17,489**	**$ 12.18**
Membrane Roofing					$ 4,239	$ 4,239.00	$ 4,239	$ 2.95
Protect Existing Roof - Included					-		-	
Fall Protection					$ 13,250	$ 13,250.00	$ 13,250	$ 9.23
Roof Penetrations					-		-	
Roof Monitor					-		-	
Roof Pads for Mechanical Supports					-		-	
07 84 00 Firestopping	**$ 830**	**$ 0.58**	**$ 247**	**$ 247.00**			**$ 1,077**	**$ 0.75**
Joint Firestopping	$ 830	$ 0.58	$ 247	$ 247.00			$ 1,077	$ 0.75
07 92 00 Joint Sealants	**$ 554**	**$ 0.39**	**$ 165**	**$ 165.00**			**$ 719**	**$ 0.50**
Joint Sealants	$ 554	$ 0.39	$ 165	$ 165.00			$ 719	$ 0.50
09 00 00 Finishes	**$ 80,809**	**$ 56.27**	**$ 39,614**	**$ 39,614.00**	**$ 4,630**	**$ 4,630.00**	**$ 125,053**	**$ 87.08**
09 21 00 Plaster and Gypsum Board Assemblies	**$ 27,355**	**$ 19.05**	**$ 5,176**	**$ 5,176.00**	**$ 4,130**	**$ 4,130.00**	**$ 36,661**	**$ 25.53**
Drywall & Framing	$ 24,255	$ 16.89					$ 24,255	$ 16.89
Floor Protection	$ 1,500	$ 1.04					$ 1,500	$ 1.04
Patch and Repair Drywall Ceilings			$ 5,176	$ 5,176.00	$ 4,130	$ 4,130.00	$ 9,306	$ 6.48
Layout	$ 1,600	$ 1.11					$ 1,600	$ 1.11
09 30 00 Tiling	**$ 31,316**	**$ 21.81**	**$ 13,850**	**$ 13,850.00**			**$ 45,166**	**$ 31.45**
Floor Ceramic Tiling	$ 22,950	$ 15.98	$ 9,750	$ 9,750.00			$ 32,700	$ 22.77
Patch & Repair	$ 2,716	$ 1.89					$ 2,716	$ 1.89
Floor Prep & Moisture Testing	$ 2,450	$ 1.71	$ 1,300	$ 1,300.00			$ 3,750	$ 2.61
Flooring Protection	$ 3,200	$ 2.23	$ 2,800	$ 2,800.00			$ 6,000	$ 4.18
09 51 00 Acoustical Ceilings	**$ 2,000**	**$ 1.39**					**$ 2,000**	**$ 1.39**
Repair Acoustic Ceiling in Cafeteria Storage	$ 2,000	$ 1.39					$ 2,000	$ 1.39
09 65 00 Resilient Flooring							-	
Rubber Base - Included	-						-	
Patch and Repair Floor - Included	-						-	

BCSIS High Peaks Elementary School

Estimate Version: CD Documents, r00

Owner: Boulder Valley School District

Architect: Eidos Architects

November 4, 2025

Description	Base		Bathrooms 116 & 118		Cafeteria A/C		TOTAL	
Masterformat Level 1 > Masterformat Level 2	1,436 sf		1 ls		1 ls		1,436 gsf	
	Amount	Cost/sf	Amount	Cost/ls	Amount	Cost/ls	Amount	Cost/gsf
09 77 00 Special Wall Surfacing			$ 14,888	$ 14,888.00			$ 14,888	$ 10.37
Symetrix FRP			$ 14,888	$ 14,888.00			$ 14,888	$ 10.37
09 91 00 Painting	$ 20,138	$ 14.02	$ 5,700	$ 5,700.00	$ 500	$ 500.00	$ 26,338	$ 18.34
Painting	$ 11,063	$ 7.70	$ 2,500	$ 2,500.00			$ 13,563	$ 9.44
Remove/Rehang Tack Boards	$ 4,375	$ 3.05					$ 4,375	$ 3.05
Paint Touch Up	$ 3,200	$ 2.23					$ 3,200	$ 2.23
Patch Anchor Holes			$ 3,200	$ 3,200.00			$ 3,200	$ 2.23
Paint Jambs	$ 1,500	$ 1.04					$ 1,500	$ 1.04
Painting Touch Up					$ 500	$ 500.00	$ 500	$ 0.35
10 00 00 Specialties	$ 20,866	$ 14.53	$ 15,039	$ 15,039.00			$ 35,905	$ 25.00
10 28 00 Toilet, Bath, and Laundry Accessories	$ 20,866	$ 14.53	$ 15,039	$ 15,039.00			$ 35,905	$ 25.00
Adult Changing Table - Included			-				-	
Bathroom Accessories	$ 20,866	$ 14.53					$ 20,866	$ 14.53
Hand Dryers - install only			-				-	
Toilet Partitions-Reuse			$ 9,739	$ 9,739.00			$ 9,739	$ 6.78
Protect Bathroom Partitions			$ 3,300	$ 3,300.00			$ 3,300	$ 2.30
Toilet Partitions-Storage & Protection			$ 2,000	$ 2,000.00			$ 2,000	$ 1.39
21 00 00 Fire Suppression	$ 2,252	$ 1.57					$ 2,252	$ 1.57
21 00 00 Fire Suppression	$ 2,252	$ 1.57					$ 2,252	$ 1.57
Fire Suppression	$ 1,252	$ 0.87					$ 1,252	$ 0.87
Fire Suppression Drain Down	$ 1,000	$ 0.70					$ 1,000	$ 0.70
23 00 00 HVAC			$ 25,935	$ 25,935.00	$ 391,211	$ 391,211.00	$ 417,146	$ 290.49
23 00 00 HVAC			$ 25,935	$ 25,935.00	$ 391,211	$ 391,211.00	$ 417,146	$ 290.49
Plumbing Fixtures			$ 21,935	$ 21,935.00			$ 21,935	$ 15.28
Add EF-16 at Cafeteria					$ 347,611	$ 347,611.00	$ 347,611	$ 242.07
Add DX Cooling to AHU-1/ CU on Roof - Included					-		-	
Controls - Included					-		-	
Plumbing Safe Off			$ 4,000	$ 4,000.00			$ 4,000	$ 2.79
MEP Quality Control					$ 26,000	$ 26,000.00	$ 26,000	$ 18.11
Daily Clean					$ 12,600	$ 12,600.00	$ 12,600	$ 8.77
Coordination					$ 5,000	$ 5,000.00	$ 5,000	$ 3.48
26 00 00 Electrical			$ 31,132	$ 31,132.00	$ 49,328	$ 49,328.00	$ 80,460	$ 56.03
26 99 00 Electrical General			$ 31,132	$ 31,132.00	$ 49,328	$ 49,328.00	$ 80,460	$ 56.03
RR Lights			$ 13,532	$ 13,532.00			$ 13,532	$ 9.42
Mechanical Power					$ 23,592	$ 23,592.00	$ 23,592	$ 16.43
Safe Off					$ 7,000	$ 7,000.00	$ 7,000	$ 4.87
Electrical Quality Control					$ 12,451	$ 12,451.00	$ 12,451	$ 8.67
Daily Clean			$ 12,600	$ 12,600.00			$ 12,600	$ 8.77
MOP & Safety Procedures					$ 2,500	$ 2,500.00	$ 2,500	$ 1.74
Temporary Power			$ 5,000	$ 5,000.00			$ 5,000	$ 3.48
Power - Included					-		-	
Distribution - Included					-		-	
Fire Alarm					$ 3,785	$ 3,785.00	$ 3,785	$ 2.64
Direct Cost Subtotal	$ 221,256	$ 154.08	$ 119,380	$ 119,380.00	$ 464,158	$ 464,158.00	$ 804,794	$ 560.44
Contractor Contingency	$ 6,638	$ 4.62	$ 3,581	$ 3,581.40	$ 13,925	$ 13,924.74	$ 24,144	$ 16.81
Subtotal	$ 227,894	$ 158.70	$ 122,961	$ 122,961.40	$ 478,083	$ 478,082.74	$ 828,938	$ 577.25
General Liability - PSI	$ 2,739	$ 1.91	$ 1,478	$ 1,477.89	$ 5,746	$ 5,746.13	$ 9,963	$ 6.94
Builders Risk	$ 299	$ 0.21	$ 161	$ 161.22	$ 627	$ 626.85	$ 1,087	$ 0.76
Performance & Payment Bond (By Owner)	$ 1,992	$ 1.39	$ 1,075	$ 1,074.83	$ 4,179	$ 4,179.00	$ 7,246	$ 5.05
Subtotal 2	$ 232,924	$ 162.20	$ 125,675	$ 125,675.34	$ 488,635	$ 488,634.72	$ 847,234	$ 590.00
General Conditions	$ 5,689	$ 3.96	$ 3,070	$ 3,069.67	$ 11,935	$ 11,935.09	$ 20,694	$ 14.41
Subtotal 3	$ 238,613	$ 166.16	$ 128,745	$ 128,745.00	$ 500,570	$ 500,569.81	$ 867,928	$ 604.41
Contractor Fee	$ 10,394	$ 7.24	$ 5,608	$ 5,608.29	$ 21,805	$ 21,805.44	$ 37,808	$ 26.33

BCSIS High Peaks Elementary School

Estimate Version: CD Documents, r00

Owner: Boulder Valley School District

Architect: Eidos Architects

November 4, 2025

Description	Base		Bathrooms 116 & 118		Cafeteria A/C		TOTAL	
Masterformat Level 1 > Masterformat Level 2	1,436 sf		1 ls		1 ls		1,436 gsf	
	Amount	*Cost/sf*	*Amount*	*Cost/ls*	*Amount*	*Cost/ls*	*Amount*	*Cost/gsf*
Subtotal 4	**$ 249,007**	**$ 173.40**	**$ 134,353**	**$ 134,353.29**	**$ 522,375**	**$ 522,375.24**	**$ 905,736**	**$ 630.74**
GRAND TOTAL	**$ 249,007**	**$ 173.40**	**$ 134,353**	**$ 134,353.29**	**$ 522,375**	**$ 522,375.24**	**$ 905,736**	**$ 630.74**

ALTERNATES (Not included in the Grand Total above)		
Alternate 01 Not Used	-	
Alternate 02 Wheelchair Lift	$ 86,556	Accepted
Alternate 03 Nursing Mother's Room	-	
Alternate 04 Replace Window Film in Cafeteria	-	
Alternate 05 Not Used	-	
Alternate 06 Roller Shades in Classrooms 104, 105, 106, 107	-	
Alternate 07 Site Signage	$ 6,045	Accepted
Alternate 08 Restroom Finish Renewal at 221, 222	$ 97,401	Accepted
Alternate 09 Accessible Restroom 234	-	
Alternate 10 Restroom Partitions at 116, 118, 221, 222, 231, 232	-	
Alternate 11 Miracle Method at room 116, 118, 231, 232	$ 27,035	Accepted
Alternate 12 Emergency Lance Access	$ 550	Accepted
GRAND TOTAL w/alternates	**$ 217,587**	

GMP AMENDMENT $ 1,123,323

Exhibit D

Contract Schedule

Exhibit E

Insurance Certificates to be provided after amendment & change order for the GMP is executed

Exhibit F

Performance Bond to be provided after amendment & change order for the GMP is executed

Exhibit G

Labor and Materials Payment Bond to be provided after amendment & change order for the GMP is executed

Exhibit H

Alternates

5. Alternates Summary

The following Alternates are included in the estimate

#	Description	Total Price
1	N/A	N/A
2	Wheelchair Lift-**Accepted**	$86,556
3	Nursing Mother's Room	N/A
4	Replace Window Film in Cafeteria	N/A
5	N/A	N/A
6	Roller Shades in Classrooms 104, 105, 106, 107	N/A
7	Site Signage-**Accepted**	$6,045
8	Restroom Finish Renewal at 221, 222-**Accepted**	$100,950
9	Accessible Restroom at 234	N/A
10	Restroom Fixtures & Partitions at 116, 118, 221, 222, 231, 232	N/A
11	Miracle Method (paint ilo FRP) 116, 118, 221, 222, 231, 232-**Accepted**	$27,035
12	Emergency Lane Access-**Accepted**	$550

Exhibit I

Unit prices not used for this amendment

Exhibit J

Allowances

Not Applicable

Exhibit K

Not Applicable

Exhibit L

Equipment rental rate schedule

Swinerton Equipment Rates
2025-2026

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Negative Air Machines	$ 35.55	$ 106.64	$ 309.23	$ 2,451.22
Manometer + monthly monitoring service	$ 79.30	$ 101.95	$ 295.66	$ 2,108.05
HEPA Vacuum	$ 17.89	$ 53.67	$ 155.66	$ 551.75
Portable HEPA Scrubber	$ 25.26	$ 75.76	$ 219.71	$ 2,328.67
Portable HEPA Cart	$ 64.04	$ 192.11	$ 557.10	$ 10,027.73
Grout Pump	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Concrete Planer-Makita	$ 8.29	$ 24.86	$ 72.10	$ 648.89
Floor Buffer	$ 21.31	$ 63.93	$ 185.40	$ 1,668.58
Chipping Hammer Electric	$ 11.15	$ 33.48	$ 97.07	$ 873.63
Vibrator - high cycle	$ 7.82	$ 23.44	$ 67.98	$ 611.81
Total Station	$ 20.71	$ 62.15	$ 180.25	$ 1,622.23
Concrete Gang Box	$ 19.34	$ 58.02	$ 168.25	$ 2,271.43
Drywall carts	$ 5.56	$ 16.70	$ 48.41	$ 435.68
Infection Control Panel	$ 15.75	$ 47.24	$ 136.99	$ 1,232.91
Concrete Blanket 10'x20'	$ 1.06	$ 3.19	$ 9.27	$ 83.43
Skillsaw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
Cordless SDS hammer drill, 1 1/2" (1-1/4in)	$ 7.43	$ 22.27	$ 64.58	$ 581.25
Router	$ 8.77	$ 26.29	$ 76.22	$ 685.97
Miter Saw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
1/2” drill - corded	$ 2.35	$ 7.06	$ 20.45	$ 184.04
Screw Shooter	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Nail Gun	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Jigsaw	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Planer	$ 8.88	$ 26.64	$ 77.25	$ 695.24
Milwakee Portable Backback Vacuum	$ 6.20	$ 18.61	$ 53.97	$ 485.74
Table Saw	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Air Monitor	$ 34.22	$ 102.64	$ 297.67	$ 2,679.00
Wire Feed Welder-Lincoln SP100	$ 31.96	$ 95.89	$ 278.10	$ 2,502.87
Cutting Torches & Cart	$ 13.02	$ 39.07	$ 113.30	$ 1,019.69
Dust Evacuation Fans - 36"	$ 35.51	$ 106.55	$ 309.00	$ 2,780.96
Builders level-B20	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Truck Trailer	$ 71.03	$ 213.10	$ 617.99	$ 5,561.93
Compressor, Hammers, & Hoses	$ 29.60	$ 88.80	$ 257.50	$ 2,317.47
Generator - 5KW	$ 50.32	$ 150.95	$ 437.74	$ 3,939.70
Storage Trailer	$ 38.48	$ 115.43	$ 334.75	$ 3,012.71
Laser level	$ 7.44	$ 22.31	$ 64.71	$ 582.42
Std Job Box - Knack Model 89	$ 26.78	$ 80.33	$ 232.97	$ 2,096.71
Pallet jack - Manual	$ 11.89	$ 35.66	$ 103.41	$ 930.71

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Debris Tilt Cart (Trash Buggy)	$ 12.28	$ 36.82	$ 106.78	$ 960.99
Self-Retracting Lifeline	$ 21.57	$ 64.71	$ 187.67	$ 1,689.01
Fall Arrest Harness	$ 5.88	$ 17.63	$ 51.12	$ 460.11
AED and Cabinet	$ 24.44	$ 73.63	$ 213.55	$ 1,921.98
Software	N/A	N/A	$ 194.67	N/A
BIM Rates per project				
$0 - $1,500,000	N/A	N/A	$ 92.70	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 257.50	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 618.00	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 901.25	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,287.50	N/A
$100,000,001+	N/A	N/A	$1,545.00	N/A
Open Space Rates per project				
$0 - $1,500,000	N/A	N/A	$ 115.36	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 225.57	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 391.40	N/A
$20,000,001 - $50,000,000	N/A	N/A	$ 558.26	N/A
$50,000,001 - $80,000,000	N/A	N/A	$ 724.09	N/A
$800,000,001 - $100,000,001	N/A	N/A	$ 945.54	N/A
$100,000,000 - $150,000,000	N/A	N/A	$1,148.45	N/A
$150,000,001 - $300,000,000	N/A	N/A	$1,457.45	N/A
Field Network Services				
$0 - $1,500,000	N/A	N/A	$ 370.80	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 453.20	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 592.25	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 746.75	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,349.30	N/A
$100,000,001+	N/A	N/A	$1,957.00	N/A

Exhibit M

General Conditions of the Contract

BOULDER VALLEY SCHOOL DISTRICT RE-2

BOULDER, COLORADO

GENERAL CONTRACT CONDITIONS

BOND PROGRAM

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GENERAL CONDITIONS OF THE *CONSTRUCTION* AGREEMENT 2

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GC 1.00 CONTRACT DOCUMENTS AND DEFINITIONS

All Work under the Construction Agreement shall be accomplished in accordance with the Contract Documents, which shall consist of the Request for Qualifications, Request for Proposals, Proposal(s), Notice of Award, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Construction Agreement, General Contract Conditions, Supplementary Conditions, Asbestos Management Plan Contractor Responsibility Form, Drawings and Specifications, tests and engineering data, approved Change Orders, Contractor's Requests for Payment, Architect's Certificates, and all addenda issued by the Owner or Architect prior to execution of the Construction Agreement and all modifications issued by the Owner or Architect after execution of the Construction Agreement. With respect to the Contract Documents, the following definitions and understandings shall control:

1.01 "Contract" or "Contract Documents" shall include all of the items enumerated in GC-1.00 above.

1.02 "Owner" shall mean Boulder Valley School District No. RE-2, and shall include its duly authorized representatives.

1.03 "Contractor" shall mean the corporation, company, partnership, firm, entity, or individual named and designated as such in the Construction Agreement, and any persons or entities acting on its behalf.

1.04 "Subcontractor" shall mean any corporation, partnership, entity, or individual having a direct contract with the Contractor or another subcontractor for performing Work and/or furnishing labor or material on the Project covered by the Contract.

1.05 "Architect" shall mean the corporation, partnership, entity or individual named and designated as "architect" or "engineer" in the Construction Agreement, and any persons or entities acting on the Architect's behalf and within the scope of the particular duties properly entrusted to them in each case. In the event that there is no Architect on the Project, then "Architect" shall refer to Owner and its duly authorized representative.

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

1.07 "The Work" shall mean the construction and services required by the Contract Documents for completion of the Project, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, whether on or off the Project site, and all labor, materials equipment and services provided or to be provided by subcontractors, sub-subcontractors, or any other entity for whom the Contractor is responsible.

1.08 "The Project" is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

1.09 The "date of final completion" and "finally completed" shall mean the date when construction is certified by the Architect to be finally completed in accordance with the Contract Documents, as modified by any Change Orders processed under the terms of GC-23.00 below 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.

1.010 "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner and/or Architect as a basis for the award of Contract and for construction of the Project; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings submitted by the successful Contractor as may be required after the Contract is awarded; (d) drawings furnished by the Owner and/or Architect to the Contractor during the progress of the Work; and (e) engineering data and drawings submitted by the Contractor during the progress of the Work, provided such drawings are acceptable to the Architect and Owner.

1.011 "Specifications" are the written technical information concerning materials, components, systems, equipment, and manner of installation as indicated on the drawings or plans and which state the quality, performance, and characteristics to be achieved by application of construction methods.

1.012 "Change Order" shall mean a written order to the Contractor signed by the Owner or its authorized agent issued after the execution of the Construction Agreement, authorizing a change in the Work and/or adjustment in the Guaranteed Maximum Price ("GMP") or the contract time schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work and the Contractor's Fee.

1.013 "day" or "days" shall mean calendar days. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday, such deadline will be extended to the next day that is not a Saturday, Sunday or federal or Colorado state holiday.

GC 2.00 REFERENCE STANDARDS

2.01 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 as of the date of execution of the Construction Agreement, unless specifically stated otherwise.

GC 3.00 DRAWINGS AND SPECIFICATIONS

3.01 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Architect and the Owner, whether or not the Work for which they are made is performed, and are not to be used on other Work except by written agreement with the Architect and the Owner.

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

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

3.04 Detail Drawings and Instructions. The Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity with the Architect's drawings and instructions, and the Contractor shall do no Work without proper drawings and instructions.

3.05 Drawings and Specifications Available on the Site. The Contractor shall maintain at the Project site for the Owner and the Architect a Project record set of drawings, including addenda, approved shop drawings, Change Orders, and other modifications, with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Project record set of specifications at the

Project site, noting therein by appropriate section the names, models, and other distinguishing characteristics of the materials actually incorporated into the Work. This Project record set of drawings and specifications shall be updated daily as the Project progresses and shall be made available to the Owner and Architect for inspection at all times. Upon final completion of the Work and before final payment, three (3) copies and one (1) electronic of this Project record set of drawings and specifications shall be delivered to the Owner. One (1) copy of this Project record set of drawings and specification shall be delivered to the Architect.

3.06 Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Architect in writing, and any necessary adjustments shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, or regulations without giving the required notice to the Architect and receiving a written directive to proceed, it shall bear all costs arising therefrom and to correct and/or remedy same.

GC 4.00 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of patent rights and shall hold the Owner harmless from any and all liability or loss on account thereof. If the Contractor has information that the process or article specified involves the infringement of a patent, it shall be responsible for any and all liability or loss resulting therefrom unless it promptly furnishes such information to the Architect in writing.

GC 5.00 ITEMS COVERED BY CONTRACT PRICE

5.01 Items Supplied by Owner. Owner shall supply the following items for the Project:

a. Building Permit;
b. Initial Survey;
c. Materials Testing Including Soil Testing;
d. Third Party Inspections;
e. Commissioning; and
f. Test and Balance as Required for Commissioning.

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

GC 6.00 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS

6.01 Execution. The Construction Agreement and other Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Award, the Contractor shall submit to the Owner a minimum of five (5) fully executed original sets of the Construction Agreement; Performance Bond, and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverage. The date of the Contract for purposes of these documents shall be the date of the Notice of Award letter. The Owner shall execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until it receives the Notice to Proceed. All bonds and insurance

certificates shall be submitted to the Owner prior to the award of the first subcontract.

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

6.03 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 that, as applied, have a well-known technical or trade meaning shall be held to refer to such recognized meaning. The organization of the specifications into divisions, sections, and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. 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. The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any Work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the Work will be constructed according to the complete design as determined by the Architect.

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

6.05 Conflict in Interpretation. In the case of discrepancy or in the event of a conflict between the different Contract Documents, the documents shall take precedence in the following order:

a. Change Orders;
b. Written Amendments to Construction Agreement (including, if applicable, the GMP);
c. Construction Agreement;
d. General Conditions;
e. Drawings and specifications; and
f. Bid Documents, including addenda.

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

GC 7.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

7.01 Contractor's Responsibility. Unless otherwise agreed in writing, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by it and its subcontractors for their Work and shall install and maintain all such facilities in such manner as to protect the public and workers and to 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. Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by it and its subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by

the Owner or the date of final acceptance of the Project, whichever shall be the earlier date. Upon completion of the Work, the Contractor shall remove all surplus materials, tools and such temporary facilities and structures, furnished by the contractor from the Project site. All debris and rubbish caused by the operations of the contractor shall be removed, and the area occupied during construction activities shall be restored to its original condition, within 48 hours of project completion, unless otherwise directed by the municipality or owner's representative.

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

7.03 Toilet Facilities. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or its subcontractors. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site and disinfect the premises.

7.04 Facilities and Storage. The Contractor shall provide suitable temporary facilities and quarters for workers, as needed, and shall maintain on premises water-tight storage sheds or tool houses for storage of building materials and tools that could be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities or quarters shall further provide for protection against theft and damage of building materials and tools. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site.

7.05 Office Space. The Contractor shall provide adequate, weatherproofed, heated and well- lighted office space at the site of the Work, for use by the Architect and the Owner and their representatives. The Contractor shall also provide telephone service at such office, which shall be available for use by the Architect, the Owner, and their representatives without charge, except for toll calls.

7.06 Quality and Location of Facilities. All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Architect and the Owner.

GC 8.00 PERFORMANCE AND PAYMENT BONDS

8.01 Required Bonds. The Contractor shall, within ten (10) days from the Notice of Award furnish bonds to the Owner in the full amount of the contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such customary forms as the Owner may prescribe and with such sureties as it may approve. The amount of the bonds shall be increased, if necessary, to reflect approved changes in the Work that result in an increase in the total cost of the Work plus the Contractor's fees. Such bonds shall be duly executed by a qualified surety licensed to do business in the State of Colorado, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or its subcontractors in the performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, as adjusted by approved Change Orders, and together with interest as provided by law. The performance bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of Work falling under the requirements of the Contract that may be called to the Contractor's attention within a period of twenty-four (24) months following the date of the letter of acceptance.

8.02 Additional Bond Requirements. The premium for all bonds shall be paid by the Contractor and included in the bid price in the bid proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies are rated in Best's Insurance Guide (latest edition), not lower than A- or have Best's Financial Rating of at least X. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, new bonds shall be provided by an alternate surety licensed to do business in the State and meeting the requirements of this Section 8.00.

GC 9.00 PERMITS AND COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

9.01 Permits. Any local permits, governmental fees, and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor. Owner will pay for and secure building permit from Colorado Division of Fire Prevention and Control. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in writing. The Owner is generally exempt from paying any fee for any building permit issued by any building departments or agencies located in Boulder, Broomfield, and Gilpin Counties, and the Contractor shall see that no building permit fee is paid. The Owner shall negotiate and provide for all electrical, gas, water, and sewer mains for the Contractor's connections. The Contractor shall arrange with the utility company for actual connection, make necessary connections, and pay for all associated inspection fees and permits as required by any government agency. In addition, the Contractor shall furnish all material and items required to complete all connections. The Contractor shall call for all inspections on a timely basis by any agency having jurisdiction over the Work.

9.02 Compliance with Statutes, Rules and Regulations. The Contractor and all subcontractors shall comply with all applicable federal and state statutes, rules, regulations, and directives of the State Division of Fire Prevention and Control, and other governmental body having jurisdiction over the work to be performed. If any of the provisions of the Contract Documents are in conflict therewith, such portions shall be considered stricken and the applicable statute, ordinance, regulation, or ruling substituted therefor. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

GC 10.00 SURVEYS, BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

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

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

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

10.04 Measurements. Before ordering any material or performing any Work, the Contractor shall verify all measurements on the Project and shall be responsible for the accuracy of same. No extra charge or

compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications. Any discrepancies shall be submitted to the Architect and Owner for consideration before proceeding with the Work.

GC 11.00 CHANGED CONDITIONS

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

GC 12.00 PROTECTION OF PERSONS, WORK AND PROPERTY

12.01 Building Exits and Barricades. During the course of construction, the Contractor shall keep all required building exits free and unimpeded. Such exits shall not be closed at any time for any reason while the building is occupied or at any time when the building is unoccupied, except after written approval is given by the Owner and proper warning and directional signs are posted. Barricades shall be erected so that traffic is separated and protected from the construction.

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

12.03 OSHA Compliance. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Administration ("OSHA") and all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction to protect the safety of employees and/or other persons who may be affected by the Work. The Contractor shall erect and maintain all necessary safeguards to protect workers on the Project site and the owners and users of adjacent property, and shall post danger signs and other warnings against hazards created by the Work including but not limited to protruding nails, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations, and falling materials. The Contractor shall designate a responsible employee at the Project site as a safety officer to ensure the Contractor's compliance with this section. Said employee shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

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

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

GC 13.00 WORK ON EXISTING BUILDINGS

13.01 Protection of Occupants. In addition to all other requirements of the Contract Documents, if the Work involves an addition or alteration to an existing building, the Contractor shall erect and maintain during the progress of the Work suitable dustproof partitions to protect such building and the occupants thereof. If necessary, in the Owner's or Contractor's judgment or pursuant to manufacturer's directives or recommendations in order to protect occupants from noxious fumes, odors, or hazardous substances, the Contractor may be required to provide additional ventilation and/or work different or extended hours to avoid disruption to other activities within the existing building. Contractor shall protect and keep from harm all occupants of an existing building from construction activities, and shall include a safe pathway into and out of the school.

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

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

GC 14.00 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

14.01 Superintendent. During the progress of the Work, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect and the Owner, are on the Project site at all times while Work is in progress. The superintendent shall not be changed by the Contractor except with the written consent of the Architect and the Owner, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent the Contractor on the Project and all directions given to him/her shall be as binding as if given to the Contractor. The Architect and the Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

14.02 Supervision. The Contractor shall provide full-time, qualified, and efficient supervision of the Work, using competent skill and attention. The Contractor is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means, or methods. The Contractor shall direct, schedule, coordinate the Work to ensure that all parts fit together properly and in accordance with the Contract Documents. The Contractor shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect and the Owner any error, inconsistency, or omission that Contractor may discover.

14.03 Additional Supervision Duties. The Contractor 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. The Contractor shall

provide engineering, surveying, and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all parties involved in the Contractor's Work. The Contractor shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the Work. The Contractor shall be responsible for the commencement and the proper completion of the various stages and sequences of construction. The Contractor shall strictly adhere to the approved construction schedule.

GC 15.00 SUBSTITUTIONS

The Contractor shall be held to have used in its base proposal and to furnish under the Contract those items of equipment and/or materials that are specifically identified in the plans and specifications by a manufacturer's name, model, or catalog number. Items of equipment and/or materials of the Contractor's choice may be offered as alternates to the items named in the plans and specifications by submitting, with the proposal and on the form provided, identifying data on the articles proposed together with a statement of the amount of addition or deduction from the base bid if the bidder's alternate is accepted. Prior approval by the Architect is not required on items submitted as alternate bids. After execution of the Construction Agreement, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved by the Owner so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as the equipment and/or materials named in the plans and 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: the specified equipment or material is no longer available, a substitution will improve lead time, quality will be improved (documented detail required), or the Owner will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Architect for initial review and recommendation before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of equipment or materials shall be allowed for any items specified in the Contract Documents. In case of a difference in price, occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution. All approved substitutions shall be documented by the issuance of a formal Change Order as provided in these General Conditions.

GC 16.00 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

16.01 Shop Drawings. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data that are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and that illustrate some portion of the Work. Shop drawings shall be submitted in both hard copy and electronic format.

16.02 Samples. "Samples" are physical examples furnished by the Contractor to the Owner and/or Architect to illustrate materials, finishes, equipment, or Workmanship, and to establish standards by which the Work will be judged.

16.03 Product Data. "Product data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Product data shall be submitted in both hard copy and electronic format.

16.04 Contractor's Obligations. The Contractor shall review, approve, stamp an then submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Shop drawings, product data, samples, and similar submittal required by the Contract Documents shall properly identify specified items. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC-15.00. The number of copies and format of submittal shall be as required by the Architect, but, at a

minimum, shall include three (3) copies and one (1) electronic copy of the original shop drawings and product data for the Owner.

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

16.06 Architect /Owner Review. The Architect shall review and approve shop drawings, product data, and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of any assembly in which the item functions. Upon the final completion of the Work, the Contractor shall furnish to the Architect two corrected copies of all shop or setting drawings showing the as-built condition of the Work. The Architect, after review, shall submit one of these copies to the Owner.

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

16.08 Contractor's Responsibility. The Architect's approval of shop drawings, product data, or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval of the specific deviation. The Architect's approval shall also not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data, or samples.

16.09 Architect Approval Required. No portion of the Work requiring the submission of a shop drawing, product data, or sample shall be commenced until such submittal has been approved in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings, product data, and samples. All material finishes and samples shall be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish color schedule. No approvals of single items shall be considered.

16.010 Copies to Owner. When shop drawings, product data, samples or similar submittals have been approved and stamped by both Contractor and Architect, Contractor shall immediately forward an electronic copy of each to the Owner.

GC 17.00 CASH ALLOWANCE

The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the Contract sum being adjusted in conformity therewith. The Contractor declares that the Contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the Contract sum shall be allowed.

The Contractor shall not be required to employ for any such work persons against whom he has filed a lien or has a reasonable objection due to previous legal claims.

GC 18.00 EXPEDITING MATERIALS

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

GC 19.00 BLASTING

No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on the Project site except with the express and specific prior written approval of the Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval three (3) days prior to the proposed use of such explosives.

GC 20.00 SOIL TEST REPORT

The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the Project site and to prepare a report of its findings. Such a report, if prepared, shall be available for review by the Contractor in the Architect'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 Architect 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 and the Work.

GC 21.00 HAZARDOUS MATERIALS

21.01 Responsibility and Reporting. Unless otherwise provided in the Contract Documents, the Contractor shall have no responsibility for the presence, handling, removal or disposal of hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead, or other hazardous materials. Prior to its commencement or continuation of any portion of the Work, the Contractor shall provide notice to the Owner of the presence, location, amount and condition of any known or suspected hazardous materials that are discovered at the Project site. Such notice shall be in writing and shall be submitted no more than twenty-four (24) hours after the presence of such materials becomes known or suspected.

21.02 Contractor's Obligations. In the event hazardous materials become known or suspected by the Contractor as described in GC-21.01 above, the Contractor shall not proceed with or continue the Work until it has received written authorization from the Owner. If the Contractor proceeds with the Work without said authorization, it assumes any and all responsibility and liability for contamination and cleanup at the Project site according to applicable federal and state laws, and for any death or personal injury, including but not limited to medical expenses that may be incurred by any individual as a result of exposure to hazardous materials on the Project site.

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

21.04 Management Plan. The Contractor acknowledges that it and its employees, agents and subcontractors have the responsibility of being fully informed of the Owner's Management Plan as it relates to 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 22.00 DAMAGE TO UTILITIES

22.01 Adequate Precautions. The Contractor shall take adequate precautions to protect existing utilities on and off the Project site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at its expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network that are damaged by reason of the Contractor's Work.

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

22.03 Protection from Damage. The Contractor shall adequately protect active underground utilities from damage, and if damaged shall immediately effect all necessary repairs. Removal or relocation of active underground utilities shall be done only as indicated on the drawings. If such utilities are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such utilities to the Architect and shall not proceed further until directed to do so.

22.04 Inactive or Abandoned Utilities. 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 the outside line of all concrete Work unless otherwise required by regulations. Ends shall be capped or plugged. There shall be no adjustment of the Contract amount for Work due to inactive or abandoned utilities.

GC 23.00 CHANGES IN THE WORK

23.01 Change Orders. The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions. Under such circumstances, the GMP, if applicable and established, and the Contract Time Schedule shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order. No Change Order or other form of order or directive by the Owner or Architect requiring additional compensable Work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Agreement, shall be issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional Work have been made. Any claim of the Contractor for adjustment under this section must be asserted in writing within ten (10) days from the date of the Contractor's receipt of the Change Order.

23.02 Minor Changes. The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by field order or by other written order. Such changes shall be binding on the Owner and the Contractor. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

23.03 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 GC-23.03(c) below, and acceptance in a lump sum, with a maximum combined markup to the Owner, for the Contractor and all affected subcontractors, not to exceed a total of fifteen percent (15%).
b. By unit prices named in the Contract or subsequently agreed upon.
c. If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:
    i. The actual cost of all direct labor performed (including foremen employed continuously on the Work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual

materials furnished for and used in such Work, less all available cash, trade, or other discounts.

ii. Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars ($1,000); provided, however, 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 GC-23.03(c)(i), GC-23.03(c)(ii) and GC-23.03(c)(iii) only, and shall constitute full compensation to the Contractor and all its subcontractors for all costs and expenses, including all overhead and profit, which are not otherwise enumerated in this GC-23.03(c).

vi. The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all the fees and costs described in this GC-23.03(c), together with all supporting vouchers and other documentation, all subject to audit by the Owner.

GC 24.00 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise, after the date of the Construction Agreement, involve extra costs under this Contract that were not included in the original bid, or require an extension in the construction schedule, the Contractor shall give the Owner and the Architect written notice thereof no later than ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount or construction schedule must be authorized by Change Order.

GC 25.00 DELAYS AND EXTENSIONS OF TIME

25.01 Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the Work by the negligence or other improper act of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by any other cause that 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.

a. Extension of the Contract completion time will be considered for delays due to weather conditions only when such conditions have had a material, adverse impact upon the critical path of the construction schedule, are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by climatological data, U.S. Department of Commerce, for the area where the Project is located, and only if a request for such an extension of time is received within seven (7) days of the first date of each delay. Extensions of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days' credit for every working day lost with each separate extension figured to the nearest whole calendar day.

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

c. 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 detail drawings until fifteen (15) days after demand is made for them, and then only if such claim is reasonable.

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

e. When the whole or a portion of the Work is suspended for any reason, the Contractor shall properly cover over, secure, and protect all Work as may be susceptible to damage in the absence of such action.

25.02 Article Not Exclusive. This GC-25.00 does not exclude the recovery of damages by the Owner for delay under other provisions of the Contract Documents.

GC 26.00 ACCESS TO WORK

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

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

26.03 Reinspection. Reinspection of questioned Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of reinspection and replacement. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

26.04 Testing. Materials incorporated into the Project shall be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to, the following: concrete (primary mix design, slump tests, cylinder compressions tests, and air entrainment tests); steel (tensile tests); welds (field inspection and x-ray examination); soils (sub-soil investigation, physical analysis, and compaction tests); asphalt pavement (physical analysis and compaction tests); and roofing samples cut from in-place built-up roof. 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. Any testing contemplated by this section shall be done at the discretion of the Owner, who shall bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or its representative in obtaining and preparing samples for tests. All tests shall be in accordance with standard test procedures and shall be performed by persons or firms selected by the Owner. Contractor shall schedule and coordinate all tests and inspections directly with the owner's testing and / or inspection agency. Contractor shall give the architect and owner 48 hours' notice of when and where tests and inspections are to be made so that the architect may be present for such procedures.

GC 27.00 CORRECTION OF WORK

27.01 Correction of Work Before and After Completion. The Architect or Owner has the authority to reject Work that is defective or otherwise does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all Work rejected by the Architect or Owner as defective or as

otherwise failing to conform to the Contract Documents, whether observed before or after the date of final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's and/or Owner's consultant's additional services necessitated thereby. If the Contractor proceeds to build in or cover the item that has been rejected, the Contractor 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.

27.02 Tests to Determine Conformance. Whenever in the opinion of the Architect or the Owner tests are essential to assure the professional evaluation of the Work that is subject to being rejected or condemned, the necessary number of tests shall be performed by consultants designated by the Owner. The recommendation of such consultants shall be final and all parties to the Contract shall comply with the methods and extent of the corrections submitted in writing to the Owner and the Architect by such consultants. The cost of the tests shall become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated Work; otherwise, the Owner shall pay for all tests performed. Should such special testing, inspection, or approval be caused by the Contractor's failure to follow the requirements of the Contract Documents or required tests under GC-26.04 indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

27.03 Removal of Rejected Work. The Contractor shall promptly remove from the Project site all Work rejected by the Architect or Owner as failing to conform to the Contract Documents, whether or not the Work is physically incorporated. Thereafter, the Contractor shall promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Owner. The Contractor shall further bear the expense of making good all Work of other contractors and/or subcontractors destroyed or damaged by such removal or replacement, and shall bear the expense of making good all of its Work and the Work of its subcontractors found to be defective by such removal or replacement. If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice from the Owner through the Architect, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storage within ten (10) days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Architect or consultant services. If the net proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In addition, the Owner shall have any other remedies that may be available to it.

27.04 Correction of Work After Final Payment. Neither the final estimate or payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work or property resulting therefrom, which appear within a period of two (2) years from the date of final completion and acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

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

27.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work that has been damaged, is defective or has not been done in accordance with the Contract Documents, then an appropriate deduction from the price shall be made and reflected by a Change Order or, if the amount is determined after final payment, it shall be paid by the Contractor.

27.07 Additional Obligations. The obligations of the Contractor to correct the Work shall be in addition to, and not in lieu of, any other obligations imposed upon it by law, special guarantees, warranties, or other rights of the Owner.

GC 28.00 OWNER'S RIGHT TO CARRY OUT WORK

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

GC 29.00 OWNER'S RIGHT TO TERMINATE CONTRACT

29.01 Termination for Cause. If the Contractor should be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors without approval of the Owner; or if a receiver should be appointed on account of its insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, competent supervision and superintendence of the Work, proper materials, or competent management of the Project; of if it should fail to make prompt payment to subcontractors or for material or labor; or disregard any laws, ordinances, or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract Documents; then the Owner, when in its sole opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and its surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finally completed and accepted by the Owner. If the unpaid balance of the Contract amount exceeds the expense of completing the Work, including the cost of additional architectural, engineering, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner and the Owner shall be justified in withholding payment of any unpaid amounts. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be determined by the Owner. The Contractor will not be reimbursed for any anticipated profit.

29.02 Termination Without Cause. Should conditions arise that in the Owner's opinion make it necessary or advisable to discontinue Work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the Project site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination without cause under this section, the Contractor shall be equitably paid for all Work properly completed, based upon the approved schedules of values.

GC 30.00 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

30.01 Construction Schedule. The Contractor shall submit, within ten (10) days after the date of the notice of 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 award, and the completion date shall be a date that 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 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 such as commissioning, test and balance, and owner training, may be requested at the Owner's discretion. No request for payment shall 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 course of the Work when the actual progress, in the opinion of the Architect or the Owner, varies materially from that previously approved.

30.02 Monthly Progress Reports. The Contractor shall submit monthly progress reports with each request for payment. Basically, these reports shall reflect the Contractor's "Work in place" progress and shall be certified by the Contractor as to the date and contents of such "Work in place" progress report. If requested by the Owner, the monthly progress 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. The subcontractors shall be supplied copies of the Contractor's approved schedule. These subcontractors shall develop a similar schedule based on their respective Work. Failure to submit an approved schedule or monthly progress report shall be deemed cause to reject requests for payment.

30.03 Scheduling. The Contractor shall schedule all Work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. Where electrical or mechanical Work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such Work at such times when said existing utilities are not in normal use. The Contractor shall bear the cost of all overtime or inconvenience resulting therefrom. Any remodeling work which may interrupt normal building functions, especially periodic standardized testing, shall be scheduled and coordinated with the Owner at least 1 week prior.

30.04 Noise Ordinance Violation. The Contractor shall at all times comply with the local noise ordinance requirements relating to the Work. To the extent there are any violations of any applicable noise ordinances imposed on the Owner as a direct or indirect result of the Contractor's Work, then the Contractor shall reimburse the Owner for any sums paid or due and payable by the Owner as a result of such violations. The Owner reserves the right to deduct any expenses incurred by the Owner as a result of any noise ordinance violations by the Contractor from any amount due to the Contractor under this Construction Agreement or, at its option, to collect such sum directly from the Contractor or its surety

GC 31.00 SCHEDULE OF VALUES

Progress payments shall be made on the valuation of the Work done. Before beginning work and prior to the first Application for Payment, the Contractor shall submit to the Architect and the Owner a complete, itemized schedule of the values of the various parts of the Work, aggregating the total sum of the Contract and separating material costs from other costs . Such schedule shall include the material costs of all subcontractors under the Contractor and the costs of all materials to be taken from the Contractor's or subcontractors' own stocks of material. The schedule of values shall be supported by such evidence as to its correctness as the Architect and/or the Owner may direct. Each item on the schedule of values shall include its proper share of overhead and profit. The schedule of values shall be used for the estimates and progress payments provided for in these General Conditions. Along with such schedule of values, the Contractor shall submit a schedule of estimated monthly application amounts to be submitted over the course of the Project to assist the Owner in arranging payments.

GC 32.00 PAYMENT

32.01 Certificates for Payment. No request for payment shall be submitted to the Owner until and unless it

has been certified by the Architect. No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute any acceptance of any Work not completed in accordance with the Contract Documents.

32.02 Payments to Contractor. Partial payments shall be made as the Work progresses within twenty-one (21) days after the close of the calendar month. Requests for payment, along with the appropriate supporting documentation shall be submitted to the Architect on a regularly established monthly schedule approved by the Owner. Supporting documentation is defined as: Job cost variance report; schedule of values; Equipment rental information; Updated schedules, including recovery schedule if behind, Lien release, subcontractor pay applications and supplier invoices; contractor general conditions billed to correct line from payment matrix (GCs or fee). All materials stored off site require: certificate of insurance for stored materials, bill of sale, supplier invoices and photos. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations or issuance of certificate for payment. 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 Contractor shall provide the Owner with a completed federal Form W-9 upon submission of the Contractor's first request for payment.

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

b. Payments shall be made in the full value of the Work performed and material stored, less five percent (5%) of such value which shall be retained until completion and acceptance of all Work unless otherwise agreed by Owner, and less the aggregate of any previous payments.

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

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

e. After the date of final completion of the Work, final settlement for the Project shall be advertised in accordance with Colorado law.

f. On the date of final settlement, as advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any unpaid claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is

paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

32.03 Payments Withheld. The Owner may withhold payment or the Architect may decline to issue a certificate for payment in whole or in part, or the Architect may withhold or nullify the whole or any part of any certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either the Owner or the Architect 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 Contractor to make payments properly to subcontractors or for material or labor;
d. a reasonable doubt that the Contract can be completed for the balance then unpaid;
e. damage to another contractor or to the property;
f. failure of the Contractor to perform any portion of the Work in a timely manner or in compliance with any approved schedules; or
g. failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including without limitation monthly progress reports, schedule of values, or request for approval of subcontractors.

32.04 Recordkeeping. As further described in GC-56.00, the Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the Work in accordance with generally accepted accounting principles. The Owner and Architect shall have access to the Contractor's accounting records at all reasonable times, and the Contractor agrees to make any changes to its system of keeping these records as the Owner may reasonably request in writing. All such records shall be preserved and the Owner shall have access to them for six (6) years after final payment to the Contractor.

GC 33.00 INSURANCE

33.01 The Contractor, at its expense, shall procure and maintain in effect at all times throughout the duration of the Project, including the two-year warranty period, all insurance requirements and limits as set forth below. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Construction Agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. Completed certificates of insurance shall be filed with the Owner within ten (10) days after the date of the Notice of Award. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". If the coverage is written on a "claims made" basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Construction Agreement and is in effect for a period of three years from the date of final acceptance of the Work.

a. Workers' Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance at its own expense during the term of the Construction Agreement, including occupational disease provisions for all employees per statutory requirements. Such policy shall contain a waiver of subrogation in favor of the Owner. The Contractor shall also require each subcontractor to furnish

workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Construction Agreement at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

b. Commercial General Liability Insurance. The Contractor, at its own expense, shall procure and maintain commercial general liability insurance to protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Construction Agreement, whether such operations be by the Contractor or by any subcontractor under it or anyone directly or indirectly employed by the Contractor or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

Project Amount	**$0-10M**	**$10M-30M**	**$30M-50M**	**$50M-$100M**
Insurance Required				
General Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Products-Completed Operations Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Each Occurrence	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Personal Injury	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Fire Damage Limit for any one fire	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Medical payments per person	$ 5,000	$ 5,000	$ 5,000	$ 5,000

[Coverage limits shall be a function of the project amount.]

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

1. Per project general aggregate (CG 25 03 or similar)
2. Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 10/01 and CG 203710/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
4. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form ISO Form 2038 or equivalent)
5. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 or equivalent)
6. A waiver of subrogation in favor of all Additional Insured parties.
7. Personal/Advertising Injury Liability
8. Contractual Liability coverage to support Contractor's indemnification obligations
9. Explosion, collapse and underground (xcu)

10. Independent contractors
11. Products/Completed Operations
12. Premises and Operations
13. Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition or equivalent).

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

1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Agreement for two (2) years after completion of the Project.

c. Comprehensive Automobile Liability Insurance. The Contractor shall maintain comprehensive automobile liability insurance, including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), with a combined single limit of $1,000,000/person, $1,000,000/accident, and $1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the Owner.

d. Umbrella Liability Insurance (for projects exceeding $10,000,000). The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Subsections a through c above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	$5,000,000
Aggregate	$5,000,000

e. Builder's Risk Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications, change orders, and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and subsubcontractors in the Project as named insureds. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00). Builder's Risk insurance shall be on a special cause of loss form and shall include, without limitation, insurance against the perils of fire (with extended coverage), transit, increased cost of construction, architect's fees and expenses and all below and above ground structures, piping, foundations including underground water and sewer mains including the ground on which the structure rests, excavation, backfilling, filling and grading, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (including water damage), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such Builder's Risk insurance shall include equipment breakdown coverage (aka boiler and machinery) which shall specifically cover insured equipment during installation and testing (including cold and hot testing) and such insurance must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without

interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. Contractor shall maintain Builders Risk coverage including partial use by Owner during construction. Contractor will take reasonable steps to obtain consent of the Builders Risk carrier to delete any provisions with regard to restrictions within any Occupancy Clause within the Builders Risk Policy. The Contractor shall waive all rights of subrogation as regards the Owner, its officials, officers, agents and employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried. The Owner shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

f. Professional Liability Insurance. Contractor shall maintain professional liability insurance covering wrongful acts, errors and/or omissions, including design errors, if applicable for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the Contractor as part of this Contract. The policy coverages shall be amended to provide that coverage shall apply for three (3) years after project is complete. The policy is to be on a primary basis if other professional coverage is carried. Minimum coverage shall be in the amount of $1,000,000 per loss and $2,000,000 aggregate.

g. Contractor's Pollution Liability. Owner requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. Policy shall cover the Contractor's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: "Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations". The policy shall have the following minimum limits:

Per Loss	$ 1,000,000
Aggregate	$ 1,000,000

33.02 Immunity. The parties understand and agree that the Owner does not waive or intend to waive any provision of the Contract, including the provisions of this Article; the monetary limitations of the Contract; or any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner.

33.03 Additional Miscellaneous Insurance Provisions. Certificates of insurance and/or insurance policies required under this Agreement shall be subject to the following stipulations and additional requirements:

a. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by

and at the sole risk of the Contractor;

b. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and State Building Programs for approval if requested, and submit a certificate of insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Agreement, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

c. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Owner;

d. Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

GC 34.00 SEPARATE CONTRACTS

34.01 Other Contracts. The Owner reserves the right to enter into other contracts in connection with the Work. The Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs.

34.02 Duty to Inspect and Report. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Owner through the Architect any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of the Contractor's Work, except as to defects that may subsequently develop in the other contractor's Work.

34.03 Duty to Measure. To ensure the proper execution of its subsequent Work, the Contractor shall measure Work already in place and shall immediately report to the Owner through the Architect any discrepancy between the executed Work and the Contract Documents.

GC 35.00 SUBCONTRACTORS

35.01 Subcontractors and Suppliers. Within in ten (10) days of the mutual execution of the Contract, the Contractor shall include with on the forms provided, the names of its subcontractors and suppliers of labor and materials. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing on the standard form "Request of Approval of Subcontractors" the names of subcontractors proposed for the Project. Any deviation from the original subcontractor and supplier list shall not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified Work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

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

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

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

35.04 No Contractual Relationship. Nothing contained in the Contract Documents shall create any direct contractual relationship between any subcontractor and the Owner.

GC 36.00 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

36.01 Written Agreement. Unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner, the Contractor agrees to bind each of its subcontractors by a written agreement and require in such agreements that every subcontractor be bound by the terms of the Construction Agreement, these General Conditions, any Supplementary Conditions, and the drawings and specifications as far as applicable to the subcontractor's Work.

36.02 Subcontractors' Agreement. Each subcontractor shall agree:

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

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

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

d. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Conditions.

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

f. To purchase and maintain for the duration of the Project and completion of the Work and any warranty periods such insurance as required by Contractor in Article GC-47.00.

36.03 Contractor's Agreement. The Contractor agrees:

a. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Construction Agreement, these General Conditions, any Supplementary Conditions, the

drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

b. To pay the subcontractor not later than twenty-one (21) days immediately following the payment of each certificate issued under the schedule of values described in these General Conditions, the amount allowed to the Contractor on account of the subcontractor's Work to the extent of the subcontractor's interest therein.

c. To pay the subcontractor, upon the payment certificates, if issued otherwise than as in GC 36.03(b) above, so that at all times the Contractor's total payments shall be as large in proportion to the value of the Work done by it as the total amount certified to the Contractor is to the value of the Work done by the subcontractor.

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

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

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

36.05 No Obligation. Nothing in this GC-36.00 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.

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

GC 37.00 CONTRACTORS' MUTUAL RESPONSIBILITY

The entire Project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of obligations and responsibilities. Each contractor shall, therefore, take due notice of the Work called for in contracts other than its own. If the Contractor causes damage to the Work of another contractor, the Contractor agrees, upon notice of said damage, to settle with such other contractor by agreement, if it will so settle. If such other contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner may notify the Contractor who shall, at the Owner's option, defend such proceedings at the Contractor's expense or reimburse the Owner for the expenses incurred in its defense, and if any judgment against the Owner results therefrom, the Contractor shall pay or satisfy the judgment and pay all costs and expenses thereby incurred by the Owner.

GC 38.00 CUTTING, PATCHING, AND EXCAVATING

38.01 Standards. The Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and receive or be received by Work of other contractors or subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed Project.

38.02 Responsibility. Any cost caused by defective or improperly timed Work shall be borne by the party responsible therefor. The Contractor shall not endanger any Work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the Work of any subcontractor except with the consent of the Architect.

38.03 Cutting and Sizing. The Contractor and each subcontractor shall leave all chases, holes, or openings straight, true, and of proper size in its own Work, or cut the same in existing Work as may be necessary for the proper installation of its own or another contractor's or subcontractor's Work, consulting with the Architect regarding proper location and size of same. In case of a failure to leave or cut said chases, holes, or openings in the proper place, the Contractor or subcontractors shall cut them afterward at their own expense. No excessive cutting shall be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Architect. After such Work has been installed, the Contractor and subcontractors shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of this specification shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

GC 39.00 EMPLOYEES

39.01 Qualifications. The Contractor and its subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not employ any persons on the Project considered by the Architect or the Owner to be unfit or not skilled in the work assigned to them. The Contractor shall also keep its employees and those of its subcontractors from socializing on the Project site before and after working hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the Project site.

39.02 Drug- and Tobacco-Free Zone. Boulder Valley School District No. RE-2 properties are drug-free zones and tobacco-free zones. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all its employees, free from the effects of alcohol, controlled substances, and illegal drugs. The use of tobacco products on school grounds is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illegal drugs is prohibited on or adjacent to the Project site and all of the Owner's other property at all times. Illegal drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state and/or federal law and include but are not limited to opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor shall strictly enforce this prohibition among its own employees and its subcontractors and their employees while they are on Owner's property. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the Project site that may have been caused by human error that could be drug- or alcohol-related, or when a supervisor has reasonable suspicion or notice that an employee shows signs of possible intoxication, use, or being under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions shall be subject to disciplinary action by their employers up to and including termination, and may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract by the Owner and payment by Contractor of any damages or penalties to the Owner.

39.03 Equal Employment. During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other protected status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status. Such action shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status.

39.04 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all its agents and employees. The Contractor shall also be responsible for the acts and omissions of all its subcontractors and their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

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

GC 40.00 CLEANING UP

40.01 Contractor's Responsibilities. The Contractor shall at all times keep the Project site free from accumulations of waste material and rubbish caused by its employees or Work, and shall remove all rubbish as often as it deems necessary or as directed by the Owner or the Architect. Upon completion of the Work, the Contractor shall remove all its rubbish, tools, scaffolding, and surplus materials from and about the Project site, and shall wash all glazing and window frames inside and outside where work was performed removing all stains, paint, etc., from same. Care shall be taken not to scratch the glazing in this clean up.

40.02 Standards. 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, oil, and dirt shall be removed from painted, decorated, or natural finish Work and the Project building(s) shall be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

GC 41.00 USE OF PREMISES

The Contractor shall confine its equipment, the storage of materials, and the operations of its workers to locations indicated by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the Project site with its materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of persons or property. During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and its subcontractors, their employees and agents, shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires, and smoking and shall not allow the possession or consumption of alcohol or drugs on the Project site by its or any subcontractor's workers.

GC 42.00 OCCUPANCY

The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the Work and to place and install, subject to reasonable restrictions, as much equipment and furnishings during the progress of the Work as is possible without interfering with the progress of the Work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the final completion of the Work or signify the Owner's acceptance of the Work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, when practicable, the

Architect shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials that are the responsibility of the Contractor. The provisions of this section shall not be in limitation of the Owner's rights set forth in GC-24 and GC-25.

GC 43.00 TEMPORARY OR TRIAL USAGE

43.01 Not Evidence of Acceptance. Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any Work or material supplied under the Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty period.

43.02 Authorization. The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such Work that may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship. If the Contractor so elects, it may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Architect's prior approval and under the Architect's observation.

GC 44.00 TESTING OF BUILDING SYSTEMS

44.01 Testing Plan. The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing and training of owner's maintenance staff 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 Owner's office of Planning and Engineering, recording each test, and signed by such consultant. All owner training shall be videotaped, a copy of which shall accompany the O&M manuals presented at the job completion

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

GC 45.00 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

GC 46.00 ACCEPTANCE AND FINAL PAYMENT

46.01 Final Inspection. Within a reasonable time after final completion of the Work and before final

acceptance thereof, a final inspection shall be made by the Architect, accompanied by the Owner, to determine whether the Work has been completed in accordance with the Contract Documents. A written report of inspection and detailed punch list, certified as to contents and date of inspection, shall be completed by the Owner and the Architect and delivered or mailed to the Contractor.

46.02 Acceptance. All prior requests for payment shall be subject to correction in the final request for payment. When all Work, including the punch list, has been certified by the Architect as finally and satisfactorily completed, and approved by the Owner's Board of Education, it shall be deemed accepted as of the date of the issuance of the Owner's letter of acceptance.

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

46.04 Unpaid Claims. Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner verified documentation showing full payment for all labor, materials, supplies, and equipment expended upon or incorporated in the Work under the Contract. If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to provide for the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt for payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published notice of final settlement, unless an action has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

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

46.06 No Waiver. The making and acceptance of final payment shall not constitute a waiver of any claims by the Owner, including, among others, those arising from unpaid claims, from faulty Work that appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC 47.00 WARRANTIES ON PORTIONS OF THE WORK

The Contractor shall, in case of Work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Architect and the Owner at the time that the Work is finally completed. There shall be provided one copy for the Architect and two copies (one electronic and one printed) for the Owner, bound into the operations and maintenance manuals. All such warranties shall commence on the date set forth in the letter of acceptance and shall not in any way reduce the Contractor's responsibilities under the Contract. Notwithstanding the foregoing, the warranty period shall not begin with respect to any item that is not completed on the date set forth in the letter of

acceptance until such item is finally completed. Whenever guarantees or warranties are required by the specifications for a longer period than two years, such longer period shall govern. Contractor shall make use of web -based program for reporting of warranty issues to the Contractor with weekly status reports given to the Architect and Owner.

GC 48.00 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

48.01 Warrant and Guarantee. The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and workmanship defects and defects in materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended. Contractor shall, as a condition of acceptance, provide a certification letter that no asbestos containing materials were used in the Project.

48.02 Unconditional Agreement to Remedy. Neither the Architect's approval of the final request for payment nor payment of any request for payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship or the faulty workmanship of its subcontractors, and, unless otherwise agreed, the Contractor unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of two (2) years from the date set forth in the letter of acceptance of its Work.

48.03 Inspections. The Owner, the Architect, and the Contractor together shall make at least three (3) complete inspections of the Work after the Work has been accepted by the Architect and the Owner. One such inspection shall be made approximately six (6) months after the acceptance of the Work, another such inspection shall be made approximately twelve (12) months after the acceptance of the Work, and a third such inspection shall be made approximately twenty-three (23) months after the acceptance of the Work. The Architect shall make a written report of these inspections, certified as to contents and date of inspection, and forward these reports electronically to the Owner and the Contractor within seven (7) days after completion of each inspection. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner deemed satisfactory to the Owner.

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

GC 49.00 MISCELLANEOUS KEYS, SWITCHES, ETC.

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, accounted for and turned over to the Architect for transmittal to the Owner.

GC 50.00 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner and the Architect and their directors, agents and employees harmless from and against all liabilities, costs, and expense, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, including the Work itself and including the loss of use therefrom, caused in whole or in part by Contractor's acts or omissions or the acts or omissions of Contractor's subcontractors, agents, or employees. This specific

indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner. This provision shall survive the termination of the Contract.

GC 51.00 LABOR DISPUTES

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

GC 52.00 LIMITATION OF ACTIONS

Any actions against the Contractor, its subcontractors, suppliers, or others providing materials or services for the Project, brought to recover damages for injury to person, damage to property (including loss or damage to property on the Project itself), or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction, or observation of construction of the Project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered. In no case shall such an action be brought more than ten (10) years after the date of final completion and acceptance of the Project; provided, however, that in any case where the cause of action arises during the tenth year, such action shall be brought within six (6) years after such cause of action arises and the nature and extent are fully discovered by the Owner.

GC 53.00 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

53.01 Colorado Labor. In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. Owner, in Owner's sole discretion after consultation with the State of Colorado, shall have the right to waive the eighty percent requirement if, in the Owner's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Section 53.01 would create an undue burden that would substantially prevent a project from proceeding to completion. Owner shall not impose contractual damages on Contractor for a delay in the Work due to the Owner's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

53.02 Resident Bidders. In compliance with Colorado Revised Statutes § 24-103-908, 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 that is (a) authorized to transact business in Colorado and maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, maintains a place of business in Colorado, and has paid Colorado unemployment compensation taxes in at least six (6) of the eight (8) quarters immediately prior to bidding on a construction contract for the Project.

GC 54.00 SALES AND USE TAX

The Contractor shall coordinate with the Owner to ascertain whether a sales or use tax may be collectible on the purchase of building materials, supplies, and equipment used on the Project by the Contractor. Some cities and municipalities will charge a sales or use tax on building materials, supplies, and equipment "picked up" and/or used within that city or municipality by a Contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for the 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 on the Project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all its subcontractors shall apply for and obtain a certificate of exemption for the Work from the Colorado Department of Revenue. Copies of such certificates shall be filed with the Owner before any materials are purchased or any Work commenced hereunder. No amounts paid to Contractor pursuant to the Construction Agreement shall include reimbursement for such taxes. The final bill submitted by the Contractor for final payment shall show the net cost of all materials purchased by the Contractor and all subcontractors. At the time of final completion, the Contractor and his subcontractors shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor or subcontractors upon materials used on the project, which affidavits shall further state that all such materials have been "built in" to the project, and where books and records and other substantiating evidence of payment of said tax are located and where they may be examined by appropriate governmental authorities, if such examination is required. The Contractor and all subcontractors shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records, resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor or subcontractor liable for the amounts of such tax refund as determined by the Architect's/Consultant's cost estimates of such materials.

GC 55.00 LIENS

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

GC 56.00 OWNER'S INSPECTION OF CONTRACTOR'S RECORDS

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

GC 57.00 CERTIFICATION BY CONTRACTOR REGARDING PREMISES ACCESS

The Contractor certifies to Owner that Contractor will not knowingly employ on Boulder Valley School District premises persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.

GC 58.00 CONTRACTOR SAFETY RESPONSIBILITIES

Boulder Valley School District is dedicated to providing a safe and injury free environment for the students, faculty, District employees, occupants, vendors, visitors, and the general public associated with their properties. This is of the utmost importance to the Owner and shall be a priority of the Contractor and its Subcontractors in the execution of their obligations to the Contract. The Contractor shall abide by the recommendations contained in the District's Construction Safety Manual. In addition, the Contractor and its subcontractors shall, at no additional cost to the Owner, comply with the following provisions:

58.01 Contractor's Obligation to Provide Safety Compliance. The Contactor will submit a copy of its Safety Program for review by the Owner's Safety Representative. Contractor has the sole responsibility for the adequacy and enforcement of its Safety Program. Contractor's Safety Program shall provide a basis for periodic compliance observation by Owner of Contractor's work areas. The Contractor shall submit to Owner written verification that all subcontractors engaged for services in the executions of the Contract are contractually obligated to comply with all provisions of Contractor's Safety Program. The Owner's Safety Representative is authorized to make written documentation of any safety and health hazards or violations brought to the attention of the Owner and shall request Contractor undertake expeditious corrective measures.

58.02 Contractor Safety Representative. In order to form an integrated team to effectively provide safe services to the Owner, the Contractor shall provide the name and contact information of Contractor's designated Safety Representative. This individual will have the responsibility and authority to ensure the Contractor's implementation, compliance with, and enforcement of, the Contractor's Safety Program and all applicable federal, state and local safety and health standards, rules and regulations. Owner reserves the right to require the Contractor to replace its designated Safety Representative if Owner determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities. Contractor shall conduct bi-monthly Toolbox talks to supplement the OSHA training efforts of their company or organization, and to keep safety front and center in their workers' minds. These are designed to heighten employee awareness of workplace hazards and supplement, not replace, OSHA regulations. These shall be bi-lingual if necessary.

58.03 Contractors Obligation to Report Accidents and Incidents to Owner. Contractor shall notify Owner of all incidents or injuries occurring on Owner's property and/or related to the Project. This notification obligation includes any injury or loss to District students, faculty, administrative personnel, visitors, vendors, Contractor's or subcontractor's workers, the general public and/or premises or property. Contractor and its subcontractors shall notify the Owner immediately of the incident or injury and shall investigate, compile and provide to Owner all relevant information within 24 (twenty-four) hours after occurrence on District-provided forms, if applicable. Contractor shall develop corrective actions for incident and injury prevention and timely report same to the District. Contractor agrees to perform Post Accident/Incident drug and alcohol testing. The expense of testing shall be borne by the Contractor at no additional cost to the Owner. The results of said testing will be provided to the Owner as part of the incident/injury report.

58.04 Owner's Observation of Safety, Health and Environmental Compliance. Owner will have the right to observe the Project and Contractor's work area to monitor compliance with Contractor's own Safety Program. Owner's Safety Representative will make recommendations as to the practices observed and provide a written report with concerns and/or documenting compliance issues observed. At any time a condition of threat to life and limb is observed with respect to any individual, including students, staff, District employees, occupants, vendors, visitors, the general public and/or workers, or to District property, Owner has the authority to immediately issue a Stop Work Order. Any stop work ordered by the Owner for such a safety reason must be effective immediately upon issuance. All associated costs and corrective action shall be the responsibility of Contractor. Work schedules will not be extended to accommodate the period of any such Stop Work Order, including any time required to implement corrective work or abate unsafe conditions. Any request or notice regarding, or visit of, the Project by an OSHA Compliance Officer must be immediately reported to the Owner's Safety Representative. Contractor must advise the Compliance Officer that the Owner is not the general contractor. Contractor must promptly provide the Compliance Officer with

any and all information requested.

58.05 Contractor's Prohibited Articles and Actions on Owner's Property. The Contractor and its Subcontractors shall comply with the following District prohibitions:

1. Firearms, explosives, fireworks, shall not be allowed on Owner's Property: Pursuant to the Gun-Free School Zones Act, (18 U.S.C. §§ 921(a) (25, 26), 922(q) (1), it is unlawful for anyone to knowingly possess firearms in school zones.
2. Harassment Policy: Owner prohibits verbal and/or sexual harassment of students, faculty, personnel and general public on its property. Owner reserves the right to ban offenders of this policy from all District premises.
3. Sex Offenders: Pursuant to Colorado Revised Statute 16-22-110, Public's Right to Know of Registered Sex Offenders, Owner reserves the right to investigate the status of any Contractor and/or subcontractor personnel with respect to Colorado Sex Offender Registry.

Contractor is obligated to notify all workers, vendors and employees associated with their work on the Project of the above policies and prohibitions. Contractor must conduct a Site Specific Orientation for such persons, as more fully set forth in the District's Construction Safety Manual. Any worker, vendor or employee that is engaged in an illegal act, refuses to submit to a search of property or person; or refuses, delays, is uncooperative with, or alters a urine and/or blood analysis shall be immediately removed from District property and the Project and shall prohibited from re-entering District premises.

58.06 Project Site Conditions.

1. Housekeeping: Contractor shall maintain a level of organization and cleanliness of the Project site that is conducive to the safety, health and well-being of all persons.
2. Security: Contractor shall secure materials, equipment, tools and access to the Project site.
3. Indoor Air Quality: Contractor agrees to make every reasonable effort to control, reduce, or abate nuisance odors, dust or fumes from products, equipment or site work to ensure that minimum air quality standards are achieved and maintained.
4. Storm Water and Waste Water: Contractor agrees to comply with all applicable Federal, State and local codes, laws and regulations concerning permits, controls and best practices for SWPPP controls and compliance. Contractor shall apply and pay for and adhere to Colorado Discharge Permit System.

58.07 Site Specific Orientation and Safety Plans in Place. Contractor agrees to provide to all Contractors and subcontractors Project workers a mandatory site specific orientation ("Site Specific Orientation") that covers the following information and practices:

1. Information as to the requirements of the District's Construction Safety Manual
2. Information as to the requirements of the Contractor's Safety Program and policies
3. Information as to the requirements of the Owner's Contract and all Prohibited Articles and Actions
4. Specific guidelines to follow in the event of an emergency
5. Communication of expectations concerning safety, safe practices and site specific logistics
6. Security mechanism(s) to ensure that only authorized personnel who have participated in a site specific safety orientation are permitted to access the Project site

Contractor shall issue an Owner-approved Hard Hat self-adhesive label with identifying number that evidences a person's participation in the Site Specific Orientation. Only those persons with the approved Hard Hat label shall be authorized to access the Project premises. Contractor shall maintain a current and accurate record of each person's issued number by name, date of issuance, record of attendance at the Project site and, as applicable, date of deactivation. Owner shall provide the labels at no cost to the Contractor for the term of the contract.

58.08 Record Keeping. Contractor agrees to produce, maintain, and store on the Project site, all safety-related reports and records. Such documentation shall be produced by Contractor to Owner upon request.

All such records shall be made accessible to governmental authorities upon request.

GC 59.00 CONTRACTOR ASBESTOS MANAGEMENT AND LEAD PAINT RESPONSIBILITIES

Contractor shall adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project. To that end, Contractor shall review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. BVSD Environmental Services will facilitate any necessary abatement in order to help make all projects successful. Contractor shall adhere to all federal and state regulations regarding the treatment and management of lead based paint before, during, and after any construction, renovation, or maintenance project. To that end, Contractor shall review the lead based paint (LBP) records before work begins, and complete additional testing for LBP as necessary. Any activity that potentially disturbs LBP must be brought to the attention of the BVSD Environmental Services Department prior to the start of work. All records of supplemental inspection and testing and any change in the scope of work will be provided to Owner.

GC 60.00 ARCHITECT'S STATUS AND INSPECTIONS

60.01 Authority. The Architect shall be the Owner's representative during construction and until the expiration of the warranty period. The Architect 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 Architect, with written approval of the Owner, shall have authority to stop the Work whenever such stoppage may be reasonably necessary in its opinion to ensure the proper execution of the Contract.

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

60.03 Inspections. The Contractor shall provide timely notice to the Architect when inspections are desirable or required by the terms of the Contract Documents or the Architect's Agreement with the Owner. 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 load-bearing surfaces or excavations before footings are poured.
c. Inspection of reinforcing steel after installation and before concrete is poured.
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 or enclosed.
h. Inspecting of electrical work following its installation and prior to its being covered or enclosed.
i. Inspection of exposed surfaces for compliance with the Contract Documents.

GC 61.00 ORAL STATEMENTS

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

GC 62.00 PROJECT SIGN

Owner shall provide Project signs which Contractor shall install at Owner's direction at the Project site. Except as approved by Owner, no advertising or signage shall be permitted on the Project site.

GC 63.00 HISTORICAL DATA

In addition to the warranties, guarantees, operating instructions, etc., elsewhere specified in the Contract Documents, at the conclusion of the Work and before final payment is made, the Contractor shall furnish a listing of the principal's names, addresses, and telephone numbers of all subcontractors and suppliers that furnished labor and/or materials on the Project, with identification of the services and materials rendered by each. There shall be provided one (1) copy for the Architect and three (3) copies and one (1) electronic copy for the Owner. All copies shall be delivered to the Architect for review and distribution.

GC 64.00 ASSIGNMENT

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

GC 65.00 TIME OF THE ESSENCE

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

GC 66.00 DISPUTES

The Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute concerning the Contract or the Project shall be exclusively in the federal court located in Colorado or the state court located in Boulder County, Colorado.

GC 67.00 SURVIVAL

The provisions of the Contract relating to indemnification from Contractor to Owner shall survive any termination or expiration of the Contract. Additionally, any provisions of the Contract which require performance subsequent to the termination or expiration of the Contract shall also survive such termination or expiration.

Exhibit N

Schedule of Values to be provided after amendment & change order for the GMP is executed.

Exhibit O

Boulder Valley School District Asbestos Management Plan
Contractor Responsibility form

Boulder Valley School District

Asbestos Management Plan Contractor Responsibility

It is the expectation of the Boulder Valley School District that contractors adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project.

To that end, contractors are expected to review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. Environmental Services will identify all areas of concern and facilitate any necessary abatement in order to help make all projects successful.

Therefore, contractors and their subcontractors must provide this signature sheet prior to the start of work to ensure they are aware of BVSD expectations and understand their responsibility.

I have read and understand the BVSD Asbestos Management Plan for the buildings in which I will be working. I agree not to disturb or damage any asbestos containing building materials (ACBM), which have been identified in the Asbestos Management Plan. In the event the scope of work changes during the course of the project, or our work causes us to encounter building materials that may be ACBM, we agree to notify BVSD Environmental Services immediately. If any identified ACBM is disturbed or damaged as a result of the work, the contractor and/or their subcontractor may be held financially responsible for all related remediation.

Company Name: Swinerton Builders

Authorized Representative: Jade Mercer

Print



Signature

Date: 05-27-25

Drafted and Required by:

BOULDER VALLEY SCHOOL DISTRICT ENVIRONMENTAL SERVICES DEPARTMENT

Exhibit P

List of all salaried staff to be charged to the Cost of the Work as established in the agreement

BCSIS / High Peaks ES Upgrades - Exhibit P: List of Salaried Staff to be charged to COW

Salaried Staff to be charged to Cost of Work

Name	Role
Jade Mercer	Project Executive
Mandy Larson	Project Manager
Dalton Jacobsen	Superintendent
TBD	General Foreman
TBD	General Foreman
TBD	Project Engineer

Exhibit A

Drawings, specifications and documents used to prepare the GMP

Manhattan Middle School
November 3, 2025

Manhattan Middle School Upgrades - Exhibit A: Documents and Specifications

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Addendum No. 1 dated October 8, 2025
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Exhibit B

Assumptions and clarifications made in preparing the GMP

Boulder Valley School District

Manhattan Middle School

GMP ESTIMATE QUALIFICATIONS

10/29/25

Contents

1. General Qualifications
2. Project Document List
3. Trade-specific Qualifications
4. Allowance Summary
5. Alternates Summary

1. General

General Qualifications

1. The estimate is based on a construction duration of 3 months with an anticipated construction start of 05/26/26
2. The estimate includes a 3.0% Contractor Contingency
3. General Liability and Builder's Risk Insurance (CCIP) is included at 1.22% combined.
4. GC Payment and Performance bond is included at 0.80%.
5. Proposal is good for 60 days and is contingent upon a mutually agreeable construction contract.
6. Billing for stored materials & deposits
7. Refer to estimate details for additional comments and scope clarifications.

General Exclusions

1. Building permit fees
2. Plan check fees
3. Utility company fees and/or assessments
4. Sales Tax
5. Local City of Bouler Use Tax-3.86%- Use tax to be paid by BVSD as a change order
6. Design and engineering fees
7. Project Labor Agreements / Prevailing Wage Rates
8. Minority / Diverse Business Participation
9. Professional liability insurance
10. Full time site security guards / services
11. Third party commissioning agent
12. Air quality monitoring
13. Noise monitoring
14. Seismic instrumentation monitoring
15. Provisions for latent soils conditions and hazardous materials removal and/or remediation
16. Hazardous material abatement
17. Cost of temporary utility consumption during course of construction (water, sewer, gas, power)
18. Upgrades to existing building elements and systems found to be non-code compliant

19. Warranty repairs associated with existing systems and/or equipment
20. Removal of BVSD Equipment from Wood Shop or Computer Lab
21. Third Party Testing
22. Soils report

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2. Project Document List

1. Manhattan Middle School 100% CD Drawings by Eidos Architects Dated 09/19/2025
2. Manhattan Middle School 100% CD Specifications by Eidos Architects Dated 09/19/2025
3. Addendum No. 1 Dated 10/08/2025

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3. Trade-specific Qualifications

Division 2 – Existing Conditions

A. Exclusions
    1. Removal of hazardous materials

Division 3 – Concrete

A. Qualifications
    1. Short trip charges included

Division 4 – Masonry

A. Qualifications
    1. Brick will be installed to match existing as closely as possible. New bricks are unlikely to match existing sun faded bricks.
    2. The repair brick in Boys RR 188 will be typical block in lieu of the existing glazed block.
    3. The block in the existing wall of the wood shop is fully grouted.

Division 7 – Thermal and Moisture

A. Exclusions
    1. Existing roof warranty-as roofer unknown
    2. Repairs for existing roof damage

Division 8 - Openings

A. Exclusions
    1. Keying

Division 9 - Finishes

A. Qualifications
    1. A primer is included at the brick and CMU in the corridor.
    2. A 25% sf material cost is included for ACT throughout the building.
    3. The polished concrete is a Level 2 with 400 grit polish.
B. Exclusions

1. Level 5 drywall finish
2. Moisture mitigation
3. Painting brick in Wood Shop 101A

Division 10 - Specialties

A. Qualifications
    1. Graphics carried as a $25,000 allowance
    2. The locker manufacturer is ASI.
    3. Grab bars will be removed and replaced.

Division 12 - Furnishings

A. Exclusions
    1. Motor operated blinds

Division 21 – Fire Protection

A. Exclusions
    1. Rework of existing system outside of head relocation.

Division 22+23 – Plumbing and HVAC

A. Qualifications
    1. Controls carried as Alberio Energy
    2. State Plumbing Permit included
    3. Two-year warranty on installation included
    4. Insulation as required by code included
    5. Equipment rental included
    6. Backfill is based on 95% standard proctor, ASTM D698
B. Exclusions
    1. New spigots in RR 190. Reuse of the existing spigots in existing locations is assumed.
    2. Commissioning
    3. Duct cleaning or cleanliness testing
    4. New glycol
    5. Fire-life safety controls, duct smoke detector remote test stations, control panels, indication and/or wiring
    6. Duct detectors, where required, are furnished by others
    7. Electrical of any kind
    8. Fire protection including fire alarm
    9. Acoustic analysis, design or treatment
    10. Roof screening or roof work
    11. Concrete bases or equipment pads
    12. Painting or exterior caulking of any kind
    13. Temporary heat or water

Division 26 - Electrical

A. Qualifications
    1. Permit and inspection fees included
    2. Two-year warranty on installation included

3. Lighting control is assumed to be IECC code compliant
4. Cooper feeders are included.
5. New circuits assumed to be fed from nearest electrical power panel.
6. System assumed to be voice activated.
7. Existing pathways for fire alarm to be reused.

B. Exclusions

1. Sales Tax
2. Temporary power
3. Painting or wall patching
4. Spares and/or owner attic stock
5. Uninterruptable Power Systems (UPS) and Power Distribution (PDU) systems
6. Fire Pump Control Panel
7. Telephone and Data Communications
8. Wi-fi Systems
9. CATV Systems
10. Security Systems
11. CCTV Systems
12. Public Address Systems
13. AV Systems
14. Sound Systems
15. Clock Systems
16. Radio Amplification Systems
17. Distributed Antennae System (DAS)
18. Cable Tray Systems
19. Fireproofing of any penetrations or installations
20. Any sound caulking or smoke sealing
21. CAD or 3D modeling
22. Repairs or corrections to the existing electrical code violations and/or substandard workmanship existing

Division 27 - Communications

A. Qualifications

1. Existing raceways will be reused.
2. New system is being carried as Valcom.

Division 32 – Exterior Improvements

A. Qualifications

1. Existing soils to be used as backfill

B. Exclusions

1. Soils report
2. New grease interceptor
3. Vehicle Tracking Control

Exhibit C

Itemization of the GMP

BVSD Manhattan Middle School

Estimate Version: CD Estimate
Owner: Boulder Valley School District
Architect: Eidos Architects

October 29, 2025

Description	Bond Work			CTE			TOTAL
	Quantity	*Unit Price*	*Amount*	*Quantity*	*Unit Price*	*Amount*	*Amount*
02 00 00 Existing Conditions			**$ 22,040**			**$ 50,017**	**$ 72,057**
03 00 00 Concrete						**$ 6,562**	**$ 6,562**
04 00 00 Masonry			**$ 25,500**			**$ 28,500**	**$ 54,000**
05 00 00 Metals			**$ 5,000**			**$ 12,000**	**$ 17,000**
06 00 00 Wood, Plastics, and Composites						**$ 52,726**	**$ 52,726**
07 00 00 Thermal and Moisture Protection			**$ 31,100**			**$ 15,750**	**$ 46,850**
08 00 00 Openings			**$ 6,800**			**$ 37,023**	**$ 43,823**
09 00 00 Finishes			**$ 396,439**			**$ 46,296**	**$ 442,735**
10 00 00 Specialties			**$ 126,239**			**$ 1,500**	**$ 127,739**
12 00 00 Furnishings						**$ 5,854**	**$ 5,854**
21 00 00 Fire Suppression			**$ 1,000**			**$ 7,230**	**$ 8,230**
22 00 00 Plumbing			**$ 258,130**			**$ 10,000**	**$ 268,130**
23 00 00 HVAC			**$ 15,000**			**$ 43,906**	**$ 58,906**
26 00 00 Electrical			**$ 444,956**			**$ 38,320**	**$ 483,276**
27 00 00 Communications			**$ 191,147**			**$ 4,250**	**$ 195,397**
32 00 00 Exterior Improvements			**$ 243,423**				**$ 243,423**
Direct Cost Subtotal			**$ 1,766,774**			**$ 359,934**	**$ 2,126,708**
Contractor Contingency			$ 53,003			$ 10,798	$ 63,801
Subtotal			**$ 1,819,777**			**$ 370,732**	**$ 2,190,509**
General Liability			$ 22,502			$ 4,584	$ 27,086
Builders Risk			$ 2,455			$ 500	$ 2,955
Performance & Payment Bond			$ 16,365			$ 3,334	$ 19,699
Subtotal 2			**$ 1,861,099**			**$ 379,150**	**$ 2,240,249**
General Conditions			$ 99,142			$ 20,198	$ 119,340
Subtotal 3			**$ 1,960,241**			**$ 399,348**	**$ 2,359,589**
Contractor Fee-4.45% not on insurance			$ 85,388			$ 17,395	$ 102,783
Subtotal 4			**$ 2,045,629**			**$ 416,743**	**$ 2,462,372**
GRAND TOTAL			**$ 2,045,629**			**$ 416,743**	**$ 2,462,372**

Alternates		
Alternate #1- Interior Lighting Improvements	$ 10,517	Yes
Alternate#2- Sidewalk at East Entrance	$ 39,182	Yes
Alternate #4- Drinking Fountains	$ 10,650	Yes
Alternate #5- Art Room Upgrades	$ 105,037	Yes
Alternate #7- Orchestra Room	$ 20,899	Yes
Alternate #23 Choir Room AC	$ 392,623	No
Alternate #13A Sanitary Sewer Renewal	$ 36,293	Yes
Alternate #13B Sanitary Sewer Renewal	$ 23,682	Yes
Alternate #13C Sanitary Sewer Renewal	$ 23,766	Yes
Acoustical Ceiling Ties- 50% Replacement	$ 53,613	Yes
Total GMP	$ 2,786,011	

BVSD Manhattan Middle School

Estimate Version: CD Estimate

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Architect: Eidos Architects

October 29, 2025

Description	Bond Work			CTE			TOTAL
	Quantity	*Unit Price*	*Amount*	*Quantity*	*Unit Price*	*Amount*	*Amount*
02 00 00 Existing Conditions			**$ 22,040**			**$ 50,017**	**$ 72,057**
02 41 00 Demolition			**$ 22,040**			**$ 50,017**	**$ 72,057**
Demo the RR Floor Tile	1,343.00 sf	$ 5.00	$ 6,715				$ 6,715
Demolition-Bathroom Accessories	29.00 ea	$ 450.00	$ 13,050				$ 13,050
Demolition- Masonry Walls in RR 188 and 190				500.00 sf	$ 20.03	$ 10,017	$ 10,017
Shoring for Masonry Removal				1.00 ls	$ 7,500.00	$ 7,500	$ 7,500
Engineered Plans for Shoring				1.00 ls	$ 7,500.00	$ 7,500	$ 7,500
Cut and Remove Concrete in RR 188 and 190	175.00 sf	$ 13.00	$ 2,275				$ 2,275
Demo Masonry in Wood Shop				26.00 lf	$ 769.23	$ 20,000	$ 20,000
Sawcut Stem Wall in Woodshop				8.00 lf	$ 625.00	$ 5,000	$ 5,000
03 00 00 Concrete						**$ 6,562**	**$ 6,562**
03 35 00 Concrete Finishing						**$ 6,562**	**$ 6,562**
Floor Patch Back				175.00 sf	$ 37.50	$ 6,562	$ 6,562
04 00 00 Masonry			**$ 25,500**			**$ 28,500**	**$ 54,000**
04 20 00 Unit Masonry			**$ 25,500**			**$ 28,500**	**$ 54,000**
Repair Exterior Masonry	75.00 sf	$ 106.67	$ 8,000				$ 8,000
Add Walls in RR 188 and 190	16.00 hr	$ 1,093.75	$ 17,500				$ 17,500
New Wall in Computer Lab				16.00 hr	$ 1,312.50	$ 21,000	$ 21,000
Install Masonry Lintels				2.00 ea	$ 2,500.00	$ 5,000	$ 5,000
Work at Computer Room Door				2.00 ea	$ 1,250.00	$ 2,500	$ 2,500
05 00 00 Metals			**$ 5,000**			**$ 12,000**	**$ 17,000**
05 50 00 Metal Fabrications			**$ 5,000**			**$ 12,000**	**$ 17,000**
Brick Lintels				46.00 lf	$ 114.13	$ 5,250	$ 5,250
Columns for New Woodsho Wall				3.00 ea	$ 2,250.00	$ 6,750	$ 6,750
Sidewalk Chase	12.00 lf	$ 291.67	$ 3,500				$ 3,500
Brick Lintels- RR 188 and 190	12.00 lf	$ 125.00	$ 1,500				$ 1,500
06 00 00 Wood, Plastics, and Composites						**$ 52,726**	**$ 52,726**
06 10 00 Rough Carpentry						**$ 35,260**	**$ 35,260**
Protection of Existing Finishes				350.00 hr	$ 82.00	$ 28,700	$ 28,700
Rough Carpentry				80.00 hr	$ 82.00	$ 6,560	$ 6,560
06 40 00 Architectural Woodwork						**$ 17,466**	**$ 17,466**
Lower Cabinets				14.00 lf	$ 400.00	$ 5,600	$ 5,600
Countertops- Solid Surface				88.00 sf	$ 112.11	$ 9,866	$ 9,866
Protect Finished Millwork				1.00 ls	$ 2,000.00	$ 2,000	$ 2,000
07 00 00 Thermal and Moisture Protection			**$ 31,100**			**$ 15,750**	**$ 46,850**
07 50 00 Membrane Roofing						**$ 15,750**	**$ 15,750**
Membrane Roofing				50.00 sf	$ 125.00	$ 6,250	$ 6,250
Protect Existing Roof				1.00 ls	$ 1,000.00	$ 1,000	$ 1,000
Roof Pads for Mechanical Supports				20.00 ea	$ 175.00	$ 3,500	$ 3,500
Fall Protection				1.00 ls	$ 5,000.00	$ 5,000	$ 5,000
07 92 00 Joint Sealants			**$ 31,100**				**$ 31,100**
Joint Sealants	1,220.00 lf	$ 13.44	$ 16,400				$ 16,400
Clean Up of Existing Joints	2,440.00 lf	$ 5.00	$ 12,200				$ 12,200
Waterproof at Cistern	80.00 hr	$ 31.25	$ 2,500				$ 2,500
08 00 00 Openings			**$ 6,800**			**$ 37,023**	**$ 43,823**
08 10 00 Doors and Frames			**$ 6,800**			**$ 24,125**	**$ 30,925**
Door Openings RRs 188 and 190	2.00 ea	$ 3,400.00	$ 6,800				$ 6,800
Material Handling				9.00 ea	$ 500.00	$ 4,500	$ 4,500
Protect Doors				5.00 ea	$ 125.00	$ 625	$ 625
HM Frame Install				9.00 ea	$ 500.00	$ 4,500	$ 4,500
Doors Frames & Hardware-6'0x7'0				1.00 ea	$ 7,200.00	$ 7,200	$ 7,200
Grout New HM				3.00 ea	$ 800.00	$ 2,400	$ 2,400
Door Opening 101A				1.00 ea	$ 2,500.00	$ 2,500	$ 2,500

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October 29, 2025

Description	Bond Work			CTE			TOTAL
	Quantity	*Unit Price*	*Amount*	*Quantity*	*Unit Price*	*Amount*	*Amount*
Doors and Hardware Install				3.00 ea	$ 800.00	$ 2,400	$ 2,400
08 51 00 Metal Windows						**$ 12,898**	**$ 12,898**
HM Frames				6.00 sf	$ 1,135.00	$ 6,810	$ 6,810
H1 Windows				5.00 ea	$ 1,217.60	$ 6,088	$ 6,088
09 00 00 Finishes			**$ 396,439**			**$ 46,296**	**$ 442,735**
09 21 00 Plaster and Gypsum Board Assemblies			**$ 4,348**			**$ 2,250**	**$ 6,598**
Install HM				9.00 ea	$ 250.00	$ 2,250	$ 2,250
Finish/Repair RR Ceilings	1,343.00 sf	$ 3.24	$ 4,348				$ 4,348
09 30 00 Tiling			**$ 51,835**				**$ 51,835**
Ceramic Tiling- Floor	1,343.00 sf	$ 27.07	$ 36,355				$ 36,355
Floor Prep	5,390.00 sf	$ 2.00	$ 10,780				$ 10,780
Moisture Tests	10.00 ea	$ 110.00	$ 1,100				$ 1,100
Existing Floor Patching	1.00 ls	$ 2,000.00	$ 2,000				$ 2,000
Repair Existing RR TIle	16.00 ea	$ 100.00	$ 1,600				$ 1,600
09 61 00 Flooring Treatment			**$ 7,500**			**$ 17,080**	**$ 24,580**
Air Quality	4,300.00 sf	$ 1.74	$ 7,500				$ 7,500
Polished Conrete in CTE Space				1.00 ls	$ 17,080.00	$ 17,080	$ 17,080
09 65 00 Resilient Flooring			**$ 37,325**				**$ 37,325**
Rubber Base-6"	575.00 lf	$ 3.00	$ 1,725				$ 1,725
LVT in Main Hallway	1.00 ls	$ 35,600.00	$ 35,600				$ 35,600
09 80 00 Acoustic Treatment			**$ 170,891**			**$ 11,630**	**$ 182,521**
Rework Ceiling in Computer Space				1,350.00 sf	$ 7.52	$ 10,150	$ 10,150
R/R for New HVAC in Wood Shop				370.00 sf	$ 4.00	$ 1,480	$ 1,480
ACT Treatments in Gym	1,600.00 sf	$ 55.02	$ 88,029				$ 88,029
Gym Floor Protection	1,600.00 sf	$ 6.95	$ 11,125				$ 11,125
Replace 50% of Ceiling	1.00 ls	$ 71,737.00	$ 71,737				$ 71,737
09 91 00 Painting			**$ 124,540**			**$ 15,336**	**$ 139,876**
Painting-RR Ceilings	1.00 ls	$ 9,341.00	$ 9,341				$ 9,341
Painting- Miracle Method	4,189.00 sf	$ 18.38	$ 76,999				$ 76,999
Paint Touch Up	40.00 hr	$ 75.00	$ 3,000				$ 3,000
Hallway Finish	6,000.00 sf	$ 1.70	$ 10,200				$ 10,200
Painting-CTE				1.00 ls	$ 15,336.00	$ 15,336	$ 15,336
Hallway Graphic	6,000.00 sf	$ 4.17	$ 25,000				$ 25,000
10 00 00 Specialties			**$ 126,239**			**$ 1,500**	**$ 127,739**
10 11 00 Visual Display Units						**$ 1,500**	**$ 1,500**
Tackboards- 4'x6'				24.00 sf	$ 62.50	$ 1,500	$ 1,500
10 21 00 Compartments and Cubicles			**$ 75,250**				**$ 75,250**
Toilet Compartments	18.00 ea	$ 3,500.00	$ 63,000				$ 63,000
Protect Toilet Compartments	29.00 ea	$ 100.00	$ 2,900				$ 2,900
Urinal Screens	11.00 ea	$ 850.00	$ 9,350				$ 9,350
10 28 00 Toilet, Bath, and Laundry Accessories			**$ 50,989**				**$ 50,989**
Hand Dryers	16.00 ea	$ 1,325.00	$ 21,200				$ 21,200
Bathroom Accessories	15.00 ea	$ 507.87	$ 7,618				$ 7,618
Bath Accessories Install	32.00 ea	$ 300.00	$ 9,600				$ 9,600
Lockers-Single	3.00 ea	$ 438.33	$ 1,315				$ 1,315
Lockers- Double	7.00 ea	$ 558.00	$ 3,906				$ 3,906
Mirrors	21.00 ea	$ 350.00	$ 7,350				$ 7,350
12 00 00 Furnishings						**$ 5,854**	**$ 5,854**
12 24 00 Window Shades						**$ 5,854**	**$ 5,854**
Window Shades				96.00 sf	$ 60.98	$ 5,854	$ 5,854
21 00 00 Fire Suppression			**$ 1,000**			**$ 7,230**	**$ 8,230**
21 00 00 Fire Suppression			**$ 1,000**			**$ 7,230**	**$ 8,230**
Fire Suppression				1.00 ls	$ 7,230.00	$ 7,230	$ 7,230
Drain Down of Existing System	1.00 ls	$ 1,000.00	$ 1,000				$ 1,000

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October 29, 2025

Description	Bond Work			CTE			TOTAL
	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount	Amount
22 00 00 Plumbing			**$ 258,130**			**$ 10,000**	**$ 268,130**
22 40 00 Plumbing Fixtures			**$ 110,436**			**$ 10,000**	**$ 120,436**
Urinals	11.00 ea	$ 2,494.18	$ 27,436				$ 27,436
Toilets	16.00 ea	$ 3,500.00	$ 56,000				$ 56,000
Sinks	15.00 ea	$ 1,800.00	$ 27,000				$ 27,000
Sink in Wood Shop				1.00 ea	$ 10,000.00	$ 10,000	$ 10,000
22 99 00 Plumbing General			**$ 147,694**				**$ 147,694**
Plumbing Quality Control	1.00 ls	$ 11,500.00	$ 11,500				$ 11,500
Clean Up From SS Scope	1.00 ls	$ 1,000.00	$ 1,000				$ 1,000
Replace Damaged Sanitary Pipe	30.00 lf	$ 3,488.13	$ 104,644				$ 104,644
SWMP Management	2.00 mo	$ 2,200.00	$ 4,400				$ 4,400
Fall Protection for Trenching	2.00 mo	$ 2,750.00	$ 5,500				$ 5,500
Traffic Control	2.00 mo	$ 3,125.00	$ 6,250				$ 6,250
Daily Clean Up	1.00 mo	$ 14,400.00	$ 14,400				$ 14,400
23 00 00 HVAC			**$ 15,000**			**$ 43,906**	**$ 58,906**
23 00 00 HVAC			**$ 15,000**			**$ 43,906**	**$ 58,906**
FFU				2.00 ea	$ 3,750.00	$ 7,500	$ 7,500
HVAC Quality Control	1.00 mo	$ 6,500.00	$ 6,500				$ 6,500
Protection of Existing Mechanical Systems	1.00 ls	$ 8,500.00	$ 8,500				$ 8,500
Forklift Rental				1.00 wk	$ 2,500.00	$ 2,500	$ 2,500
Exhaust Fan				2.00 ea	$ 8,700.50	$ 17,401	$ 17,401
Fall Protection on the Roof				1.00 ea	$ 7,500.00	$ 7,500	$ 7,500
Protect Existing Roof				1.00 ea	$ 1,000.00	$ 1,000	$ 1,000
Temperature Controls				1.00 ls	$ 8,005.00	$ 8,005	$ 8,005
26 00 00 Electrical			**$ 444,956**			**$ 38,320**	**$ 483,276**
26 00 00 Electrical			**$ 444,956**			**$ 38,320**	**$ 483,276**
MOPs/Lockout Tagout	1.00 ls	$ 7,500.00	$ 7,500				$ 7,500
Mechanical Power				1.00 ls	$ 1,798.00	$ 1,798	$ 1,798
Electrical Quality Control	2.00 mo	$ 16,461.00	$ 32,922				$ 32,922
Daily Clean Up				1.00 mo	$ 14,400.00	$ 14,400	$ 14,400
Emergency Lights in Courtyards R/R	11.00 ea	$ 787.00	$ 8,657				$ 8,657
Lighting/Lighting Control RR	16.00 ea	$ 1,308.94	$ 20,943				$ 20,943
Temporary Power/Lighting	1.00 ea	$ 5,374.00	$ 5,374				$ 5,374
Fire Alarm	103,628.00 sf	$ 3.20	$ 331,255				$ 331,255
Power in CTE Spaces				1.00 ls	$ 6,344.00	$ 6,344	$ 6,344
Lighting in CTE Spaces				1.00 ls	$ 10,778.00	$ 10,778	$ 10,778
Misc Electrical in CTE Spaces				1.00 ls	$ 5,000.00	$ 5,000	$ 5,000
Lighting/Lighting Control Corridor 312	1.00 ls	$ 7,934.00	$ 7,934				$ 7,934
Electrical	1.00 ls	$ 30,371.00	$ 30,371				$ 30,371
27 00 00 Communications			**$ 191,147**			**$ 4,250**	**$ 195,397**
27 40 00 Audio-Video Communications			**$ 191,147**			**$ 4,250**	**$ 195,397**
Overhead Projector				1.00 ea	$ 3,300.00	$ 3,300	$ 3,300
Projector Screen				1.00 ea	$ 950.00	$ 950	$ 950
Speaker Sysytem Replacement	216.00 ea	$ 884.94	$ 191,147				$ 191,147
32 00 00 Exterior Improvements			**$ 243,423**				**$ 243,423**
32 12 00 Flexible Paving			**$ 66,953**				**$ 66,953**
Environmental Controls	113,600.00 sf	$ 0.15	$ 17,040				$ 17,040
Bobcat Rental	2.00 mo	$ 4,300.00	$ 8,600				$ 8,600
Surveying	16.00 hr	$ 200.00	$ 3,200				$ 3,200
Bobcat Operator	2.00 mo	$ 3,500.00	$ 7,000				$ 7,000
Repair Asphalt at Handicap Sidewalk	1.00 tn	$ 4,750.00	$ 4,750				$ 4,750
Cut asphalt/remove Subgrade	400.00 sy	$ 35.36	$ 14,143				$ 14,143
Seal Coat South Lot	46,800.00 sf	$ 0.20	$ 9,360				$ 9,360
Crack Seal South Lot	1.00 ls	$ 2,860.00	$ 2,860				$ 2,860
32 13 00 Rigid Paving			**$ 68,415**				**$ 68,415**

BVSD Manhattan Middle School

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October 29, 2025

Description	Bond Work			CTE			TOTAL
	Quantity	*Unit Price*	*Amount*	*Quantity*	*Unit Price*	*Amount*	*Amount*
Eco Pan	1.00 ls	$ 750.00	$ 750				$ 750
Handicap Sidewalk in South Parking Lot	624.00 sf	$ 68.59	$ 42,800				$ 42,800
Surveying	16.00 hr	$ 200.00	$ 3,200				$ 3,200
As-built Survey	1.00 ls	$ 5,000.00	$ 5,000				$ 5,000
Stormwater Management Plan	1.00 ea	$ 1,500.00	$ 1,500				$ 1,500
SWMP Maintenance	3.00 mo	$ 2,200.00	$ 6,600				$ 6,600
Grading for HC Sidewalk	624.00 sf	$ 13.73	$ 8,565				$ 8,565
32 90 00 Planting			**$ 108,055**				**$ 108,055**
8" Irrigation Pipe Replacement- Summer 25	42.00 lf	$ 449.60	$ 18,883				$ 18,883
8" Irrigation Slip Pipe	260.00 lf	$ 196.20	$ 51,012				$ 51,012
Landscape repair	1.00 ls	$ 6,080.00	$ 6,080				$ 6,080
Cistern repair	1.00 ls	$ 32,080.00	$ 32,080				$ 32,080
Direct Cost Subtotal			**$ 1,766,774**			**$ 359,934**	**$ 2,126,708**
Contractor Contingency			$ 53,003			$ 10,798	$ 63,801
Subtotal			**$ 1,819,777**			**$ 370,732**	**$ 2,190,509**
General Liability			$ 22,502			$ 4,584	$ 27,086
Builders Risk			$ 2,455			$ 500	$ 2,955
Performance & Payment Bond			$ 16,365			$ 3,334	$ 19,699
Subtotal 2			**$ 1,861,099**			**$ 379,150**	**$ 2,240,249**
General Conditions			$ 99,142			$ 20,198	$ 119,340
Subtotal 3			**$ 1,960,241**			**$ 399,348**	**$ 2,359,589**
Contractor Fee-4.45% not on insurance			$ 85,388			$ 17,395	$ 102,783
Subtotal 4			**$ 2,045,629**			**$ 416,743**	**$ 2,462,372**
GRAND TOTAL			**$ 2,045,629**			**$ 416,743**	**$ 2,462,372**

Exhibit D

Contract Schedule

Exhibit E

Insurance Certificates to be provided after amendment & change order for the GMP is executed

Exhibit F

Performance Bond to be provided after amendment & change order for the GMP is executed

Exhibit G

Labor and Materials Payment Bond to be provided after amendment & change order for the GMP is executed

Exhibit H

Alternates

5. Alternates Summary

The following alternates are included within the estimate.

#	Description	Total Price
1	Interior Lighting Improvements-**YES Accepted**	$10,517
2	Sidewalk at East Entrance-**YES Accepted**	$39,182
3	N/A	N/A
4	Drinking Fountains-**YES Accepted**	$10,650
5	Art Room Upgrades-**YES Accepted**	$105,037
6	N/A	N/A
7	Orchestra Room-**YES Accepted**	$20,899
8	N/A	N/A
9	N/A	N/A
10	N/A	N/A
11A	N/A	N/A
11B	N/A	N/A
12	Choir Room AC-**NO NOT Accepted**	$392,623
13A	Sanitary Sewer Renewal-**YES Accepted**	$36,293
13B	Sanitary Sewer Renewal-**YES Accepted**	$23,682
13C	Sanitary Sewer Renewal-**YES Accepted**	$23,766
14	Acoustic Ceiling Tiles- 50% Replacement-**YES Accepted**	$53,613
	Total:	**$323,639**

Exhibit I

Unit prices not used for this amendment

Exhibit J

Allowances

5. Allowance Summary

The following alternates are **included** within the estimate.

#	Description	Total Price
1	Graphics Allowance	$25,000
2		
3		
4		
5		
	Total	**$25,000**

Exhibit K

Not Applicable

Exhibit L

Equipment rental rate schedule

Swinerton Equipment Rates
2025-2026

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Negative Air Machines	$ 35.55	$ 106.64	$ 309.23	$ 2,451.22
Manometer + monthly monitoring service	$ 79.30	$ 101.95	$ 295.66	$ 2,108.05
HEPA Vacuum	$ 17.89	$ 53.67	$ 155.66	$ 551.75
Portable HEPA Scrubber	$ 25.26	$ 75.76	$ 219.71	$ 2,328.67
Portable HEPA Cart	$ 64.04	$ 192.11	$ 557.10	$ 10,027.73
Grout Pump	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Concrete Planer-Makita	$ 8.29	$ 24.86	$ 72.10	$ 648.89
Floor Buffer	$ 21.31	$ 63.93	$ 185.40	$ 1,668.58
Chipping Hammer Electric	$ 11.15	$ 33.48	$ 97.07	$ 873.63
Vibrator - high cycle	$ 7.82	$ 23.44	$ 67.98	$ 611.81
Total Station	$ 20.71	$ 62.15	$ 180.25	$ 1,622.23
Concrete Gang Box	$ 19.34	$ 58.02	$ 168.25	$ 2,271.43
Drywall carts	$ 5.56	$ 16.70	$ 48.41	$ 435.68
Infection Control Panel	$ 15.75	$ 47.24	$ 136.99	$ 1,232.91
Concrete Blanket 10'x20'	$ 1.06	$ 3.19	$ 9.27	$ 83.43
Skillsaw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
Cordless SDS hammer drill, 1 1/2" (1-1/4in)	$ 7.43	$ 22.27	$ 64.58	$ 581.25
Router	$ 8.77	$ 26.29	$ 76.22	$ 685.97
Miter Saw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
1/2” drill - corded	$ 2.35	$ 7.06	$ 20.45	$ 184.04
Screw Shooter	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Nail Gun	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Jigsaw	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Planer	$ 8.88	$ 26.64	$ 77.25	$ 695.24
Milwakee Portable Backback Vacuum	$ 6.20	$ 18.61	$ 53.97	$ 485.74
Table Saw	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Air Monitor	$ 34.22	$ 102.64	$ 297.67	$ 2,679.00
Wire Feed Welder-Lincoln SP100	$ 31.96	$ 95.89	$ 278.10	$ 2,502.87
Cutting Torches & Cart	$ 13.02	$ 39.07	$ 113.30	$ 1,019.69
Dust Evacuation Fans - 36"	$ 35.51	$ 106.55	$ 309.00	$ 2,780.96
Builders level-B20	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Truck Trailer	$ 71.03	$ 213.10	$ 617.99	$ 5,561.93
Compressor, Hammers, & Hoses	$ 29.60	$ 88.80	$ 257.50	$ 2,317.47
Generator - 5KW	$ 50.32	$ 150.95	$ 437.74	$ 3,939.70
Storage Trailer	$ 38.48	$ 115.43	$ 334.75	$ 3,012.71
Laser level	$ 7.44	$ 22.31	$ 64.71	$ 582.42
Std Job Box - Knack Model 89	$ 26.78	$ 80.33	$ 232.97	$ 2,096.71
Pallet jack - Manual	$ 11.89	$ 35.66	$ 103.41	$ 930.71

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Debris Tilt Cart (Trash Buggy)	$ 12.28	$ 36.82	$ 106.78	$ 960.99
Self-Retracting Lifeline	$ 21.57	$ 64.71	$ 187.67	$ 1,689.01
Fall Arrest Harness	$ 5.88	$ 17.63	$ 51.12	$ 460.11
AED and Cabinet	$ 24.44	$ 73.63	$ 213.55	$ 1,921.98
Software	N/A	N/A	$ 194.67	N/A
BIM Rates per project				
$0 - $1,500,000	N/A	N/A	$ 92.70	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 257.50	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 618.00	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 901.25	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,287.50	N/A
$100,000,001+	N/A	N/A	$1,545.00	N/A
Open Space Rates per project				
$0 - $1,500,000	N/A	N/A	$ 115.36	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 225.57	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 391.40	N/A
$20,000,001 - $50,000,000	N/A	N/A	$ 558.26	N/A
$50,000,001 - $80,000,000	N/A	N/A	$ 724.09	N/A
$800,000,001 - $100,000,001	N/A	N/A	$ 945.54	N/A
$100,000,000 - $150,000,000	N/A	N/A	$1,148.45	N/A
$150,000,001 - $300,000,000	N/A	N/A	$1,457.45	N/A
Field Network Services				
$0 - $1,500,000	N/A	N/A	$ 370.80	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 453.20	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 592.25	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 746.75	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,349.30	N/A
$100,000,001+	N/A	N/A	$1,957.00	N/A

Exhibit M

General Conditions of the Contract

BOULDER VALLEY SCHOOL DISTRICT RE-2

BOULDER, COLORADO

GENERAL CONTRACT CONDITIONS

BOND PROGRAM

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GC 1.00 CONTRACT DOCUMENTS AND DEFINITIONS

All Work under the Construction Agreement shall be accomplished in accordance with the Contract Documents, which shall consist of the Request for Qualifications, Request for Proposals, Proposal(s), Notice of Award, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Construction Agreement, General Contract Conditions, Supplementary Conditions, Asbestos Management Plan Contractor Responsibility Form, Drawings and Specifications, tests and engineering data, approved Change Orders, Contractor's Requests for Payment, Architect's Certificates, and all addenda issued by the Owner or Architect prior to execution of the Construction Agreement and all modifications issued by the Owner or Architect after execution of the Construction Agreement. With respect to the Contract Documents, the following definitions and understandings shall control:

1.01 "Contract" or "Contract Documents" shall include all of the items enumerated in GC-1.00 above.

1.02 "Owner" shall mean Boulder Valley School District No. RE-2, and shall include its duly authorized representatives.

1.03 "Contractor" shall mean the corporation, company, partnership, firm, entity, or individual named and designated as such in the Construction Agreement, and any persons or entities acting on its behalf.

1.04 "Subcontractor" shall mean any corporation, partnership, entity, or individual having a direct contract with the Contractor or another subcontractor for performing Work and/or furnishing labor or material on the Project covered by the Contract.

1.05 "Architect" shall mean the corporation, partnership, entity or individual named and designated as "architect" or "engineer" in the Construction Agreement, and any persons or entities acting on the Architect's behalf and within the scope of the particular duties properly entrusted to them in each case. In the event that there is no Architect on the Project, then "Architect" shall refer to Owner and its duly authorized representative.

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

1.07 "The Work" shall mean the construction and services required by the Contract Documents for completion of the Project, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, whether on or off the Project site, and all labor, materials equipment and services provided or to be provided by subcontractors, sub-subcontractors, or any other entity for whom the Contractor is responsible.

1.08 "The Project" is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

1.09 The "date of final completion" and "finally completed" shall mean the date when construction is certified by the Architect to be finally completed in accordance with the Contract Documents, as modified by any Change Orders processed under the terms of GC-23.00 below 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.

1.010 "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner and/or Architect as a basis for the award of Contract and for construction of the Project; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings submitted by the successful Contractor as may be required after the Contract is awarded; (d) drawings furnished by the Owner and/or Architect to the Contractor during the progress of the Work; and (e) engineering data and drawings submitted by the Contractor during the progress of the Work, provided such drawings are acceptable to the Architect and Owner.

1.011 "Specifications" are the written technical information concerning materials, components, systems, equipment, and manner of installation as indicated on the drawings or plans and which state the quality, performance, and characteristics to be achieved by application of construction methods.

1.012 "Change Order" shall mean a written order to the Contractor signed by the Owner or its authorized agent issued after the execution of the Construction Agreement, authorizing a change in the Work and/or adjustment in the Guaranteed Maximum Price ("GMP") or the contract time schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work and the Contractor's Fee.

1.013 "day" or "days" shall mean calendar days. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday, such deadline will be extended to the next day that is not a Saturday, Sunday or federal or Colorado state holiday.

GC 2.00 REFERENCE STANDARDS

2.01 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 as of the date of execution of the Construction Agreement, unless specifically stated otherwise.

GC 3.00 DRAWINGS AND SPECIFICATIONS

3.01 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Architect and the Owner, whether or not the Work for which they are made is performed, and are not to be used on other Work except by written agreement with the Architect and the Owner.

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

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

3.04 Detail Drawings and Instructions. The Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity with the Architect's drawings and instructions, and the Contractor shall do no Work without proper drawings and instructions.

3.05 Drawings and Specifications Available on the Site. The Contractor shall maintain at the Project site for the Owner and the Architect a Project record set of drawings, including addenda, approved shop drawings, Change Orders, and other modifications, with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Project record set of specifications at the

Project site, noting therein by appropriate section the names, models, and other distinguishing characteristics of the materials actually incorporated into the Work. This Project record set of drawings and specifications shall be updated daily as the Project progresses and shall be made available to the Owner and Architect for inspection at all times. Upon final completion of the Work and before final payment, three (3) copies and one (1) electronic of this Project record set of drawings and specifications shall be delivered to the Owner. One (1) copy of this Project record set of drawings and specification shall be delivered to the Architect.

3.06 Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Architect in writing, and any necessary adjustments shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, or regulations without giving the required notice to the Architect and receiving a written directive to proceed, it shall bear all costs arising therefrom and to correct and/or remedy same.

GC 4.00 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of patent rights and shall hold the Owner harmless from any and all liability or loss on account thereof. If the Contractor has information that the process or article specified involves the infringement of a patent, it shall be responsible for any and all liability or loss resulting therefrom unless it promptly furnishes such information to the Architect in writing.

GC 5.00 ITEMS COVERED BY CONTRACT PRICE

5.01 Items Supplied by Owner. Owner shall supply the following items for the Project:

a. Building Permit;
b. Initial Survey;
c. Materials Testing Including Soil Testing;
d. Third Party Inspections;
e. Commissioning; and
f. Test and Balance as Required for Commissioning.

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

GC 6.00 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS

6.01 Execution. The Construction Agreement and other Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Award, the Contractor shall submit to the Owner a minimum of five (5) fully executed original sets of the Construction Agreement; Performance Bond, and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverage. The date of the Contract for purposes of these documents shall be the date of the Notice of Award letter. The Owner shall execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until it receives the Notice to Proceed. All bonds and insurance

certificates shall be submitted to the Owner prior to the award of the first subcontract.

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

6.03 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 that, as applied, have a well-known technical or trade meaning shall be held to refer to such recognized meaning. The organization of the specifications into divisions, sections, and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. 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. The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any Work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the Work will be constructed according to the complete design as determined by the Architect.

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

6.05 Conflict in Interpretation. In the case of discrepancy or in the event of a conflict between the different Contract Documents, the documents shall take precedence in the following order:

a. Change Orders;
b. Written Amendments to Construction Agreement (including, if applicable, the GMP);
c. Construction Agreement;
d. General Conditions;
e. Drawings and specifications; and
f. Bid Documents, including addenda.

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

GC 7.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

7.01 Contractor's Responsibility. Unless otherwise agreed in writing, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by it and its subcontractors for their Work and shall install and maintain all such facilities in such manner as to protect the public and workers and to 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. Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by it and its subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by

the Owner or the date of final acceptance of the Project, whichever shall be the earlier date. Upon completion of the Work, the Contractor shall remove all surplus materials, tools and such temporary facilities and structures, furnished by the contractor from the Project site. All debris and rubbish caused by the operations of the contractor shall be removed, and the area occupied during construction activities shall be restored to its original condition, within 48 hours of project completion, unless otherwise directed by the municipality or owner's representative.

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

7.03 Toilet Facilities. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or its subcontractors. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site and disinfect the premises.

7.04 Facilities and Storage. The Contractor shall provide suitable temporary facilities and quarters for workers, as needed, and shall maintain on premises water-tight storage sheds or tool houses for storage of building materials and tools that could be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities or quarters shall further provide for protection against theft and damage of building materials and tools. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site.

7.05 Office Space. The Contractor shall provide adequate, weatherproofed, heated and well- lighted office space at the site of the Work, for use by the Architect and the Owner and their representatives. The Contractor shall also provide telephone service at such office, which shall be available for use by the Architect, the Owner, and their representatives without charge, except for toll calls.

7.06 Quality and Location of Facilities. All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Architect and the Owner.

GC 8.00 PERFORMANCE AND PAYMENT BONDS

8.01 Required Bonds. The Contractor shall, within ten (10) days from the Notice of Award furnish bonds to the Owner in the full amount of the contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such customary forms as the Owner may prescribe and with such sureties as it may approve. The amount of the bonds shall be increased, if necessary, to reflect approved changes in the Work that result in an increase in the total cost of the Work plus the Contractor's fees. Such bonds shall be duly executed by a qualified surety licensed to do business in the State of Colorado, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or its subcontractors in the performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, as adjusted by approved Change Orders, and together with interest as provided by law. The performance bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of Work falling under the requirements of the Contract that may be called to the Contractor's attention within a period of twenty-four (24) months following the date of the letter of acceptance.

8.02 Additional Bond Requirements. The premium for all bonds shall be paid by the Contractor and included in the bid price in the bid proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies are rated in Best's Insurance Guide (latest edition), not lower than A- or have Best's Financial Rating of at least X. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, new bonds shall be provided by an alternate surety licensed to do business in the State and meeting the requirements of this Section 8.00.

GC 9.00 PERMITS AND COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

9.01 Permits. Any local permits, governmental fees, and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor. Owner will pay for and secure building permit from Colorado Division of Fire Prevention and Control. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in writing. The Owner is generally exempt from paying any fee for any building permit issued by any building departments or agencies located in Boulder, Broomfield, and Gilpin Counties, and the Contractor shall see that no building permit fee is paid. The Owner shall negotiate and provide for all electrical, gas, water, and sewer mains for the Contractor's connections. The Contractor shall arrange with the utility company for actual connection, make necessary connections, and pay for all associated inspection fees and permits as required by any government agency. In addition, the Contractor shall furnish all material and items required to complete all connections. The Contractor shall call for all inspections on a timely basis by any agency having jurisdiction over the Work.

9.02 Compliance with Statutes, Rules and Regulations. The Contractor and all subcontractors shall comply with all applicable federal and state statutes, rules, regulations, and directives of the State Division of Fire Prevention and Control, and other governmental body having jurisdiction over the work to be performed. If any of the provisions of the Contract Documents are in conflict therewith, such portions shall be considered stricken and the applicable statute, ordinance, regulation, or ruling substituted therefor. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

GC 10.00 SURVEYS, BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

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

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

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

10.04 Measurements. Before ordering any material or performing any Work, the Contractor shall verify all measurements on the Project and shall be responsible for the accuracy of same. No extra charge or

compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications. Any discrepancies shall be submitted to the Architect and Owner for consideration before proceeding with the Work.

GC 11.00 CHANGED CONDITIONS

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

GC 12.00 PROTECTION OF PERSONS, WORK AND PROPERTY

12.01 Building Exits and Barricades. During the course of construction, the Contractor shall keep all required building exits free and unimpeded. Such exits shall not be closed at any time for any reason while the building is occupied or at any time when the building is unoccupied, except after written approval is given by the Owner and proper warning and directional signs are posted. Barricades shall be erected so that traffic is separated and protected from the construction.

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

12.03 OSHA Compliance. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Administration ("OSHA") and all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction to protect the safety of employees and/or other persons who may be affected by the Work. The Contractor shall erect and maintain all necessary safeguards to protect workers on the Project site and the owners and users of adjacent property, and shall post danger signs and other warnings against hazards created by the Work including but not limited to protruding nails, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations, and falling materials. The Contractor shall designate a responsible employee at the Project site as a safety officer to ensure the Contractor's compliance with this section. Said employee shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

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

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

GC 13.00 WORK ON EXISTING BUILDINGS

13.01 Protection of Occupants. In addition to all other requirements of the Contract Documents, if the Work involves an addition or alteration to an existing building, the Contractor shall erect and maintain during the progress of the Work suitable dustproof partitions to protect such building and the occupants thereof. If necessary, in the Owner's or Contractor's judgment or pursuant to manufacturer's directives or recommendations in order to protect occupants from noxious fumes, odors, or hazardous substances, the Contractor may be required to provide additional ventilation and/or work different or extended hours to avoid disruption to other activities within the existing building. Contractor shall protect and keep from harm all occupants of an existing building from construction activities, and shall include a safe pathway into and out of the school.

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

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

GC 14.00 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

14.01 Superintendent. During the progress of the Work, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect and the Owner, are on the Project site at all times while Work is in progress. The superintendent shall not be changed by the Contractor except with the written consent of the Architect and the Owner, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent the Contractor on the Project and all directions given to him/her shall be as binding as if given to the Contractor. The Architect and the Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

14.02 Supervision. The Contractor shall provide full-time, qualified, and efficient supervision of the Work, using competent skill and attention. The Contractor is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means, or methods. The Contractor shall direct, schedule, coordinate the Work to ensure that all parts fit together properly and in accordance with the Contract Documents. The Contractor shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect and the Owner any error, inconsistency, or omission that Contractor may discover.

14.03 Additional Supervision Duties. The Contractor 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. The Contractor shall

provide engineering, surveying, and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all parties involved in the Contractor's Work. The Contractor shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the Work. The Contractor shall be responsible for the commencement and the proper completion of the various stages and sequences of construction. The Contractor shall strictly adhere to the approved construction schedule.

GC 15.00 SUBSTITUTIONS

The Contractor shall be held to have used in its base proposal and to furnish under the Contract those items of equipment and/or materials that are specifically identified in the plans and specifications by a manufacturer's name, model, or catalog number. Items of equipment and/or materials of the Contractor's choice may be offered as alternates to the items named in the plans and specifications by submitting, with the proposal and on the form provided, identifying data on the articles proposed together with a statement of the amount of addition or deduction from the base bid if the bidder's alternate is accepted. Prior approval by the Architect is not required on items submitted as alternate bids. After execution of the Construction Agreement, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved by the Owner so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as the equipment and/or materials named in the plans and 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: the specified equipment or material is no longer available, a substitution will improve lead time, quality will be improved (documented detail required), or the Owner will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Architect for initial review and recommendation before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of equipment or materials shall be allowed for any items specified in the Contract Documents. In case of a difference in price, occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution. All approved substitutions shall be documented by the issuance of a formal Change Order as provided in these General Conditions.

GC 16.00 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

16.01 Shop Drawings. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data that are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and that illustrate some portion of the Work. Shop drawings shall be submitted in both hard copy and electronic format.

16.02 Samples. "Samples" are physical examples furnished by the Contractor to the Owner and/or Architect to illustrate materials, finishes, equipment, or Workmanship, and to establish standards by which the Work will be judged.

16.03 Product Data. "Product data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Product data shall be submitted in both hard copy and electronic format.

16.04 Contractor's Obligations. The Contractor shall review, approve, stamp an then submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Shop drawings, product data, samples, and similar submittal required by the Contract Documents shall properly identify specified items. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC-15.00. The number of copies and format of submittal shall be as required by the Architect, but, at a

minimum, shall include three (3) copies and one (1) electronic copy of the original shop drawings and product data for the Owner.

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

16.06 Architect /Owner Review. The Architect shall review and approve shop drawings, product data, and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of any assembly in which the item functions. Upon the final completion of the Work, the Contractor shall furnish to the Architect two corrected copies of all shop or setting drawings showing the as-built condition of the Work. The Architect, after review, shall submit one of these copies to the Owner.

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

16.08 Contractor's Responsibility. The Architect's approval of shop drawings, product data, or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval of the specific deviation. The Architect's approval shall also not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data, or samples.

16.09 Architect Approval Required. No portion of the Work requiring the submission of a shop drawing, product data, or sample shall be commenced until such submittal has been approved in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings, product data, and samples. All material finishes and samples shall be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish color schedule. No approvals of single items shall be considered.

16.010 Copies to Owner. When shop drawings, product data, samples or similar submittals have been approved and stamped by both Contractor and Architect, Contractor shall immediately forward an electronic copy of each to the Owner.

GC 17.00 CASH ALLOWANCE

The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the Contract sum being adjusted in conformity therewith. The Contractor declares that the Contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the Contract sum shall be allowed.

The Contractor shall not be required to employ for any such work persons against whom he has filed a lien or has a reasonable objection due to previous legal claims.

GC 18.00 EXPEDITING MATERIALS

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

GC 19.00 BLASTING

No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on the Project site except with the express and specific prior written approval of the Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval three (3) days prior to the proposed use of such explosives.

GC 20.00 SOIL TEST REPORT

The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the Project site and to prepare a report of its findings. Such a report, if prepared, shall be available for review by the Contractor in the Architect'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 Architect 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 and the Work.

GC 21.00 HAZARDOUS MATERIALS

21.01 Responsibility and Reporting. Unless otherwise provided in the Contract Documents, the Contractor shall have no responsibility for the presence, handling, removal or disposal of hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead, or other hazardous materials. Prior to its commencement or continuation of any portion of the Work, the Contractor shall provide notice to the Owner of the presence, location, amount and condition of any known or suspected hazardous materials that are discovered at the Project site. Such notice shall be in writing and shall be submitted no more than twenty-four (24) hours after the presence of such materials becomes known or suspected.

21.02 Contractor's Obligations. In the event hazardous materials become known or suspected by the Contractor as described in GC-21.01 above, the Contractor shall not proceed with or continue the Work until it has received written authorization from the Owner. If the Contractor proceeds with the Work without said authorization, it assumes any and all responsibility and liability for contamination and cleanup at the Project site according to applicable federal and state laws, and for any death or personal injury, including but not limited to medical expenses that may be incurred by any individual as a result of exposure to hazardous materials on the Project site.

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

21.04 Management Plan. The Contractor acknowledges that it and its employees, agents and subcontractors have the responsibility of being fully informed of the Owner's Management Plan as it relates to 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 22.00 DAMAGE TO UTILITIES

22.01 Adequate Precautions. The Contractor shall take adequate precautions to protect existing utilities on and off the Project site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at its expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network that are damaged by reason of the Contractor's Work.

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

22.03 Protection from Damage. The Contractor shall adequately protect active underground utilities from damage, and if damaged shall immediately effect all necessary repairs. Removal or relocation of active underground utilities shall be done only as indicated on the drawings. If such utilities are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such utilities to the Architect and shall not proceed further until directed to do so.

22.04 Inactive or Abandoned Utilities. 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 the outside line of all concrete Work unless otherwise required by regulations. Ends shall be capped or plugged. There shall be no adjustment of the Contract amount for Work due to inactive or abandoned utilities.

GC 23.00 CHANGES IN THE WORK

23.01 Change Orders. The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions. Under such circumstances, the GMP, if applicable and established, and the Contract Time Schedule shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order. No Change Order or other form of order or directive by the Owner or Architect requiring additional compensable Work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Agreement, shall be issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional Work have been made. Any claim of the Contractor for adjustment under this section must be asserted in writing within ten (10) days from the date of the Contractor's receipt of the Change Order.

23.02 Minor Changes. The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by field order or by other written order. Such changes shall be binding on the Owner and the Contractor. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

23.03 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 GC-23.03(c) below, and acceptance in a lump sum, with a maximum combined markup to the Owner, for the Contractor and all affected subcontractors, not to exceed a total of fifteen percent (15%).
b. By unit prices named in the Contract or subsequently agreed upon.
c. If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:
    i. The actual cost of all direct labor performed (including foremen employed continuously on the Work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual

materials furnished for and used in such Work, less all available cash, trade, or other discounts.

ii. Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars ($1,000); provided, however, 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 GC-23.03(c)(i), GC-23.03(c)(ii) and GC-23.03(c)(iii) only, and shall constitute full compensation to the Contractor and all its subcontractors for all costs and expenses, including all overhead and profit, which are not otherwise enumerated in this GC-23.03(c).

vi. The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all the fees and costs described in this GC-23.03(c), together with all supporting vouchers and other documentation, all subject to audit by the Owner.

GC 24.00 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise, after the date of the Construction Agreement, involve extra costs under this Contract that were not included in the original bid, or require an extension in the construction schedule, the Contractor shall give the Owner and the Architect written notice thereof no later than ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount or construction schedule must be authorized by Change Order.

GC 25.00 DELAYS AND EXTENSIONS OF TIME

25.01 Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the Work by the negligence or other improper act of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by any other cause that 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.

a. Extension of the Contract completion time will be considered for delays due to weather conditions only when such conditions have had a material, adverse impact upon the critical path of the construction schedule, are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by climatological data, U.S. Department of Commerce, for the area where the Project is located, and only if a request for such an extension of time is received within seven (7) days of the first date of each delay. Extensions of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days' credit for every working day lost with each separate extension figured to the nearest whole calendar day.

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

c. 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 detail drawings until fifteen (15) days after demand is made for them, and then only if such claim is reasonable.

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

e. When the whole or a portion of the Work is suspended for any reason, the Contractor shall properly cover over, secure, and protect all Work as may be susceptible to damage in the absence of such action.

25.02 Article Not Exclusive. This GC-25.00 does not exclude the recovery of damages by the Owner for delay under other provisions of the Contract Documents.

GC 26.00 ACCESS TO WORK

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

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

26.03 Reinspection. Reinspection of questioned Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of reinspection and replacement. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

26.04 Testing. Materials incorporated into the Project shall be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to, the following: concrete (primary mix design, slump tests, cylinder compressions tests, and air entrainment tests); steel (tensile tests); welds (field inspection and x-ray examination); soils (sub-soil investigation, physical analysis, and compaction tests); asphalt pavement (physical analysis and compaction tests); and roofing samples cut from in-place built-up roof. 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. Any testing contemplated by this section shall be done at the discretion of the Owner, who shall bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or its representative in obtaining and preparing samples for tests. All tests shall be in accordance with standard test procedures and shall be performed by persons or firms selected by the Owner. Contractor shall schedule and coordinate all tests and inspections directly with the owner's testing and / or inspection agency. Contractor shall give the architect and owner 48 hours' notice of when and where tests and inspections are to be made so that the architect may be present for such procedures.

GC 27.00 CORRECTION OF WORK

27.01 Correction of Work Before and After Completion. The Architect or Owner has the authority to reject Work that is defective or otherwise does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all Work rejected by the Architect or Owner as defective or as

otherwise failing to conform to the Contract Documents, whether observed before or after the date of final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's and/or Owner's consultant's additional services necessitated thereby. If the Contractor proceeds to build in or cover the item that has been rejected, the Contractor 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.

27.02 Tests to Determine Conformance. Whenever in the opinion of the Architect or the Owner tests are essential to assure the professional evaluation of the Work that is subject to being rejected or condemned, the necessary number of tests shall be performed by consultants designated by the Owner. The recommendation of such consultants shall be final and all parties to the Contract shall comply with the methods and extent of the corrections submitted in writing to the Owner and the Architect by such consultants. The cost of the tests shall become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated Work; otherwise, the Owner shall pay for all tests performed. Should such special testing, inspection, or approval be caused by the Contractor's failure to follow the requirements of the Contract Documents or required tests under GC-26.04 indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

27.03 Removal of Rejected Work. The Contractor shall promptly remove from the Project site all Work rejected by the Architect or Owner as failing to conform to the Contract Documents, whether or not the Work is physically incorporated. Thereafter, the Contractor shall promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Owner. The Contractor shall further bear the expense of making good all Work of other contractors and/or subcontractors destroyed or damaged by such removal or replacement, and shall bear the expense of making good all of its Work and the Work of its subcontractors found to be defective by such removal or replacement. If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice from the Owner through the Architect, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storage within ten (10) days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Architect or consultant services. If the net proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In addition, the Owner shall have any other remedies that may be available to it.

27.04 Correction of Work After Final Payment. Neither the final estimate or payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work or property resulting therefrom, which appear within a period of two (2) years from the date of final completion and acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

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

27.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work that has been damaged, is defective or has not been done in accordance with the Contract Documents, then an appropriate deduction from the price shall be made and reflected by a Change Order or, if the amount is determined after final payment, it shall be paid by the Contractor.

27.07 Additional Obligations. The obligations of the Contractor to correct the Work shall be in addition to, and not in lieu of, any other obligations imposed upon it by law, special guarantees, warranties, or other rights of the Owner.

GC 28.00 OWNER'S RIGHT TO CARRY OUT WORK

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

GC 29.00 OWNER'S RIGHT TO TERMINATE CONTRACT

29.01 Termination for Cause. If the Contractor should be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors without approval of the Owner; or if a receiver should be appointed on account of its insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, competent supervision and superintendence of the Work, proper materials, or competent management of the Project; of if it should fail to make prompt payment to subcontractors or for material or labor; or disregard any laws, ordinances, or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract Documents; then the Owner, when in its sole opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and its surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finally completed and accepted by the Owner. If the unpaid balance of the Contract amount exceeds the expense of completing the Work, including the cost of additional architectural, engineering, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner and the Owner shall be justified in withholding payment of any unpaid amounts. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be determined by the Owner. The Contractor will not be reimbursed for any anticipated profit.

29.02 Termination Without Cause. Should conditions arise that in the Owner's opinion make it necessary or advisable to discontinue Work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the Project site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination without cause under this section, the Contractor shall be equitably paid for all Work properly completed, based upon the approved schedules of values.

GC 30.00 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

30.01 Construction Schedule. The Contractor shall submit, within ten (10) days after the date of the notice of 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 award, and the completion date shall be a date that 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 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 such as commissioning, test and balance, and owner training, may be requested at the Owner's discretion. No request for payment shall 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 course of the Work when the actual progress, in the opinion of the Architect or the Owner, varies materially from that previously approved.

30.02 Monthly Progress Reports. The Contractor shall submit monthly progress reports with each request for payment. Basically, these reports shall reflect the Contractor's "Work in place" progress and shall be certified by the Contractor as to the date and contents of such "Work in place" progress report. If requested by the Owner, the monthly progress 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. The subcontractors shall be supplied copies of the Contractor's approved schedule. These subcontractors shall develop a similar schedule based on their respective Work. Failure to submit an approved schedule or monthly progress report shall be deemed cause to reject requests for payment.

30.03 Scheduling. The Contractor shall schedule all Work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. Where electrical or mechanical Work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such Work at such times when said existing utilities are not in normal use. The Contractor shall bear the cost of all overtime or inconvenience resulting therefrom. Any remodeling work which may interrupt normal building functions, especially periodic standardized testing, shall be scheduled and coordinated with the Owner at least 1 week prior.

30.04 Noise Ordinance Violation. The Contractor shall at all times comply with the local noise ordinance requirements relating to the Work. To the extent there are any violations of any applicable noise ordinances imposed on the Owner as a direct or indirect result of the Contractor's Work, then the Contractor shall reimburse the Owner for any sums paid or due and payable by the Owner as a result of such violations. The Owner reserves the right to deduct any expenses incurred by the Owner as a result of any noise ordinance violations by the Contractor from any amount due to the Contractor under this Construction Agreement or, at its option, to collect such sum directly from the Contractor or its surety

GC 31.00 SCHEDULE OF VALUES

Progress payments shall be made on the valuation of the Work done. Before beginning work and prior to the first Application for Payment, the Contractor shall submit to the Architect and the Owner a complete, itemized schedule of the values of the various parts of the Work, aggregating the total sum of the Contract and separating material costs from other costs . Such schedule shall include the material costs of all subcontractors under the Contractor and the costs of all materials to be taken from the Contractor's or subcontractors' own stocks of material. The schedule of values shall be supported by such evidence as to its correctness as the Architect and/or the Owner may direct. Each item on the schedule of values shall include its proper share of overhead and profit. The schedule of values shall be used for the estimates and progress payments provided for in these General Conditions. Along with such schedule of values, the Contractor shall submit a schedule of estimated monthly application amounts to be submitted over the course of the Project to assist the Owner in arranging payments.

GC 32.00 PAYMENT

32.01 Certificates for Payment. No request for payment shall be submitted to the Owner until and unless it

has been certified by the Architect. No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute any acceptance of any Work not completed in accordance with the Contract Documents.

32.02 Payments to Contractor. Partial payments shall be made as the Work progresses within twenty-one (21) days after the close of the calendar month. Requests for payment, along with the appropriate supporting documentation shall be submitted to the Architect on a regularly established monthly schedule approved by the Owner. Supporting documentation is defined as: Job cost variance report; schedule of values; Equipment rental information; Updated schedules, including recovery schedule if behind, Lien release, subcontractor pay applications and supplier invoices; contractor general conditions billed to correct line from payment matrix (GCs or fee). All materials stored off site require: certificate of insurance for stored materials, bill of sale, supplier invoices and photos. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations or issuance of certificate for payment. 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 Contractor shall provide the Owner with a completed federal Form W-9 upon submission of the Contractor's first request for payment.

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

b. Payments shall be made in the full value of the Work performed and material stored, less five percent (5%) of such value which shall be retained until completion and acceptance of all Work unless otherwise agreed by Owner, and less the aggregate of any previous payments.

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

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

e. After the date of final completion of the Work, final settlement for the Project shall be advertised in accordance with Colorado law.

f. On the date of final settlement, as advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any unpaid claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is

paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

32.03 Payments Withheld. The Owner may withhold payment or the Architect may decline to issue a certificate for payment in whole or in part, or the Architect may withhold or nullify the whole or any part of any certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either the Owner or the Architect 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 Contractor to make payments properly to subcontractors or for material or labor;
d. a reasonable doubt that the Contract can be completed for the balance then unpaid;
e. damage to another contractor or to the property;
f. failure of the Contractor to perform any portion of the Work in a timely manner or in compliance with any approved schedules; or
g. failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including without limitation monthly progress reports, schedule of values, or request for approval of subcontractors.

32.04 Recordkeeping. As further described in GC-56.00, the Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the Work in accordance with generally accepted accounting principles. The Owner and Architect shall have access to the Contractor's accounting records at all reasonable times, and the Contractor agrees to make any changes to its system of keeping these records as the Owner may reasonably request in writing. All such records shall be preserved and the Owner shall have access to them for six (6) years after final payment to the Contractor.

GC 33.00 INSURANCE

33.01 The Contractor, at its expense, shall procure and maintain in effect at all times throughout the duration of the Project, including the two-year warranty period, all insurance requirements and limits as set forth below. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Construction Agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. Completed certificates of insurance shall be filed with the Owner within ten (10) days after the date of the Notice of Award. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". If the coverage is written on a "claims made" basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Construction Agreement and is in effect for a period of three years from the date of final acceptance of the Work.

a. Workers' Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance at its own expense during the term of the Construction Agreement, including occupational disease provisions for all employees per statutory requirements. Such policy shall contain a waiver of subrogation in favor of the Owner. The Contractor shall also require each subcontractor to furnish

workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Construction Agreement at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

b. Commercial General Liability Insurance. The Contractor, at its own expense, shall procure and maintain commercial general liability insurance to protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Construction Agreement, whether such operations be by the Contractor or by any subcontractor under it or anyone directly or indirectly employed by the Contractor or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

Project Amount	**$0-10M**	**$10M-30M**	**$30M-50M**	**$50M-$100M**
Insurance Required				
General Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Products-Completed Operations Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Each Occurrence	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Personal Injury	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Fire Damage Limit for any one fire	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Medical payments per person	$ 5,000	$ 5,000	$ 5,000	$ 5,000

[Coverage limits shall be a function of the project amount.]

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

1. Per project general aggregate (CG 25 03 or similar)
2. Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 10/01 and CG 203710/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
4. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form ISO Form 2038 or equivalent)
5. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 or equivalent)
6. A waiver of subrogation in favor of all Additional Insured parties.
7. Personal/Advertising Injury Liability
8. Contractual Liability coverage to support Contractor's indemnification obligations
9. Explosion, collapse and underground (xcu)

10. Independent contractors
11. Products/Completed Operations
12. Premises and Operations
13. Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition or equivalent).

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

1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Agreement for two (2) years after completion of the Project.

c. Comprehensive Automobile Liability Insurance. The Contractor shall maintain comprehensive automobile liability insurance, including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), with a combined single limit of $1,000,000/person, $1,000,000/accident, and $1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the Owner.

d. Umbrella Liability Insurance (for projects exceeding $10,000,000). The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Subsections a through c above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	$5,000,000
Aggregate	$5,000,000

e. Builder's Risk Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications, change orders, and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and subsubcontractors in the Project as named insureds. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00). Builder's Risk insurance shall be on a special cause of loss form and shall include, without limitation, insurance against the perils of fire (with extended coverage), transit, increased cost of construction, architect's fees and expenses and all below and above ground structures, piping, foundations including underground water and sewer mains including the ground on which the structure rests, excavation, backfilling, filling and grading, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (including water damage), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such Builder's Risk insurance shall include equipment breakdown coverage (aka boiler and machinery) which shall specifically cover insured equipment during installation and testing (including cold and hot testing) and such insurance must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without

interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. Contractor shall maintain Builders Risk coverage including partial use by Owner during construction. Contractor will take reasonable steps to obtain consent of the Builders Risk carrier to delete any provisions with regard to restrictions within any Occupancy Clause within the Builders Risk Policy. The Contractor shall waive all rights of subrogation as regards the Owner, its officials, officers, agents and employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried. The Owner shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

f. Professional Liability Insurance. Contractor shall maintain professional liability insurance covering wrongful acts, errors and/or omissions, including design errors, if applicable for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the Contractor as part of this Contract. The policy coverages shall be amended to provide that coverage shall apply for three (3) years after project is complete. The policy is to be on a primary basis if other professional coverage is carried. Minimum coverage shall be in the amount of $1,000,000 per loss and $2,000,000 aggregate.

g. Contractor's Pollution Liability. Owner requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. Policy shall cover the Contractor's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: "Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations". The policy shall have the following minimum limits:

Per Loss	$ 1,000,000
Aggregate	$ 1,000,000

33.02 Immunity. The parties understand and agree that the Owner does not waive or intend to waive any provision of the Contract, including the provisions of this Article; the monetary limitations of the Contract; or any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner.

33.03 Additional Miscellaneous Insurance Provisions. Certificates of insurance and/or insurance policies required under this Agreement shall be subject to the following stipulations and additional requirements:

a. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by

and at the sole risk of the Contractor;

b. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and State Building Programs for approval if requested, and submit a certificate of insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Agreement, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

c. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Owner;

d. Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

GC 34.00 SEPARATE CONTRACTS

34.01 Other Contracts. The Owner reserves the right to enter into other contracts in connection with the Work. The Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs.

34.02 Duty to Inspect and Report. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Owner through the Architect any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of the Contractor's Work, except as to defects that may subsequently develop in the other contractor's Work.

34.03 Duty to Measure. To ensure the proper execution of its subsequent Work, the Contractor shall measure Work already in place and shall immediately report to the Owner through the Architect any discrepancy between the executed Work and the Contract Documents.

GC 35.00 SUBCONTRACTORS

35.01 Subcontractors and Suppliers. Within in ten (10) days of the mutual execution of the Contract, the Contractor shall include with on the forms provided, the names of its subcontractors and suppliers of labor and materials. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing on the standard form "Request of Approval of Subcontractors" the names of subcontractors proposed for the Project. Any deviation from the original subcontractor and supplier list shall not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified Work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

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

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

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

35.04 No Contractual Relationship. Nothing contained in the Contract Documents shall create any direct contractual relationship between any subcontractor and the Owner.

GC 36.00 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

36.01 Written Agreement. Unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner, the Contractor agrees to bind each of its subcontractors by a written agreement and require in such agreements that every subcontractor be bound by the terms of the Construction Agreement, these General Conditions, any Supplementary Conditions, and the drawings and specifications as far as applicable to the subcontractor's Work.

36.02 Subcontractors' Agreement. Each subcontractor shall agree:

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

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

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

d. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Conditions.

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

f. To purchase and maintain for the duration of the Project and completion of the Work and any warranty periods such insurance as required by Contractor in Article GC-47.00.

36.03 Contractor's Agreement. The Contractor agrees:

a. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Construction Agreement, these General Conditions, any Supplementary Conditions, the

drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

b. To pay the subcontractor not later than twenty-one (21) days immediately following the payment of each certificate issued under the schedule of values described in these General Conditions, the amount allowed to the Contractor on account of the subcontractor's Work to the extent of the subcontractor's interest therein.

c. To pay the subcontractor, upon the payment certificates, if issued otherwise than as in GC 36.03(b) above, so that at all times the Contractor's total payments shall be as large in proportion to the value of the Work done by it as the total amount certified to the Contractor is to the value of the Work done by the subcontractor.

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

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

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

36.05 No Obligation. Nothing in this GC-36.00 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.

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

GC 37.00 CONTRACTORS' MUTUAL RESPONSIBILITY

The entire Project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of obligations and responsibilities. Each contractor shall, therefore, take due notice of the Work called for in contracts other than its own. If the Contractor causes damage to the Work of another contractor, the Contractor agrees, upon notice of said damage, to settle with such other contractor by agreement, if it will so settle. If such other contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner may notify the Contractor who shall, at the Owner's option, defend such proceedings at the Contractor's expense or reimburse the Owner for the expenses incurred in its defense, and if any judgment against the Owner results therefrom, the Contractor shall pay or satisfy the judgment and pay all costs and expenses thereby incurred by the Owner.

GC 38.00 CUTTING, PATCHING, AND EXCAVATING

38.01 Standards. The Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and receive or be received by Work of other contractors or subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed Project.

38.02 Responsibility. Any cost caused by defective or improperly timed Work shall be borne by the party responsible therefor. The Contractor shall not endanger any Work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the Work of any subcontractor except with the consent of the Architect.

38.03 Cutting and Sizing. The Contractor and each subcontractor shall leave all chases, holes, or openings straight, true, and of proper size in its own Work, or cut the same in existing Work as may be necessary for the proper installation of its own or another contractor's or subcontractor's Work, consulting with the Architect regarding proper location and size of same. In case of a failure to leave or cut said chases, holes, or openings in the proper place, the Contractor or subcontractors shall cut them afterward at their own expense. No excessive cutting shall be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Architect. After such Work has been installed, the Contractor and subcontractors shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of this specification shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

GC 39.00 EMPLOYEES

39.01 Qualifications. The Contractor and its subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not employ any persons on the Project considered by the Architect or the Owner to be unfit or not skilled in the work assigned to them. The Contractor shall also keep its employees and those of its subcontractors from socializing on the Project site before and after working hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the Project site.

39.02 Drug- and Tobacco-Free Zone. Boulder Valley School District No. RE-2 properties are drug-free zones and tobacco-free zones. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all its employees, free from the effects of alcohol, controlled substances, and illegal drugs. The use of tobacco products on school grounds is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illegal drugs is prohibited on or adjacent to the Project site and all of the Owner's other property at all times. Illegal drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state and/or federal law and include but are not limited to opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor shall strictly enforce this prohibition among its own employees and its subcontractors and their employees while they are on Owner's property. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the Project site that may have been caused by human error that could be drug- or alcohol-related, or when a supervisor has reasonable suspicion or notice that an employee shows signs of possible intoxication, use, or being under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions shall be subject to disciplinary action by their employers up to and including termination, and may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract by the Owner and payment by Contractor of any damages or penalties to the Owner.

39.03 Equal Employment. During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other protected status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status. Such action shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status.

39.04 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all its agents and employees. The Contractor shall also be responsible for the acts and omissions of all its subcontractors and their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

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

GC 40.00 CLEANING UP

40.01 Contractor's Responsibilities. The Contractor shall at all times keep the Project site free from accumulations of waste material and rubbish caused by its employees or Work, and shall remove all rubbish as often as it deems necessary or as directed by the Owner or the Architect. Upon completion of the Work, the Contractor shall remove all its rubbish, tools, scaffolding, and surplus materials from and about the Project site, and shall wash all glazing and window frames inside and outside where work was performed removing all stains, paint, etc., from same. Care shall be taken not to scratch the glazing in this clean up.

40.02 Standards. 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, oil, and dirt shall be removed from painted, decorated, or natural finish Work and the Project building(s) shall be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

GC 41.00 USE OF PREMISES

The Contractor shall confine its equipment, the storage of materials, and the operations of its workers to locations indicated by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the Project site with its materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of persons or property. During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and its subcontractors, their employees and agents, shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires, and smoking and shall not allow the possession or consumption of alcohol or drugs on the Project site by its or any subcontractor's workers.

GC 42.00 OCCUPANCY

The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the Work and to place and install, subject to reasonable restrictions, as much equipment and furnishings during the progress of the Work as is possible without interfering with the progress of the Work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the final completion of the Work or signify the Owner's acceptance of the Work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, when practicable, the

Architect shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials that are the responsibility of the Contractor. The provisions of this section shall not be in limitation of the Owner's rights set forth in GC-24 and GC-25.

GC 43.00 TEMPORARY OR TRIAL USAGE

43.01 Not Evidence of Acceptance. Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any Work or material supplied under the Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty period.

43.02 Authorization. The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such Work that may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship. If the Contractor so elects, it may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Architect's prior approval and under the Architect's observation.

GC 44.00 TESTING OF BUILDING SYSTEMS

44.01 Testing Plan. The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing and training of owner's maintenance staff 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 Owner's office of Planning and Engineering, recording each test, and signed by such consultant. All owner training shall be videotaped, a copy of which shall accompany the O&M manuals presented at the job completion

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

GC 45.00 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

GC 46.00 ACCEPTANCE AND FINAL PAYMENT

46.01 Final Inspection. Within a reasonable time after final completion of the Work and before final

acceptance thereof, a final inspection shall be made by the Architect, accompanied by the Owner, to determine whether the Work has been completed in accordance with the Contract Documents. A written report of inspection and detailed punch list, certified as to contents and date of inspection, shall be completed by the Owner and the Architect and delivered or mailed to the Contractor.

46.02 Acceptance. All prior requests for payment shall be subject to correction in the final request for payment. When all Work, including the punch list, has been certified by the Architect as finally and satisfactorily completed, and approved by the Owner's Board of Education, it shall be deemed accepted as of the date of the issuance of the Owner's letter of acceptance.

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

46.04 Unpaid Claims. Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner verified documentation showing full payment for all labor, materials, supplies, and equipment expended upon or incorporated in the Work under the Contract. If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to provide for the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt for payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published notice of final settlement, unless an action has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

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

46.06 No Waiver. The making and acceptance of final payment shall not constitute a waiver of any claims by the Owner, including, among others, those arising from unpaid claims, from faulty Work that appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC 47.00 WARRANTIES ON PORTIONS OF THE WORK

The Contractor shall, in case of Work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Architect and the Owner at the time that the Work is finally completed. There shall be provided one copy for the Architect and two copies (one electronic and one printed) for the Owner, bound into the operations and maintenance manuals. All such warranties shall commence on the date set forth in the letter of acceptance and shall not in any way reduce the Contractor's responsibilities under the Contract. Notwithstanding the foregoing, the warranty period shall not begin with respect to any item that is not completed on the date set forth in the letter of

acceptance until such item is finally completed. Whenever guarantees or warranties are required by the specifications for a longer period than two years, such longer period shall govern. Contractor shall make use of web -based program for reporting of warranty issues to the Contractor with weekly status reports given to the Architect and Owner.

GC 48.00 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

48.01 Warrant and Guarantee. The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and workmanship defects and defects in materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended. Contractor shall, as a condition of acceptance, provide a certification letter that no asbestos containing materials were used in the Project.

48.02 Unconditional Agreement to Remedy. Neither the Architect's approval of the final request for payment nor payment of any request for payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship or the faulty workmanship of its subcontractors, and, unless otherwise agreed, the Contractor unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of two (2) years from the date set forth in the letter of acceptance of its Work.

48.03 Inspections. The Owner, the Architect, and the Contractor together shall make at least three (3) complete inspections of the Work after the Work has been accepted by the Architect and the Owner. One such inspection shall be made approximately six (6) months after the acceptance of the Work, another such inspection shall be made approximately twelve (12) months after the acceptance of the Work, and a third such inspection shall be made approximately twenty-three (23) months after the acceptance of the Work. The Architect shall make a written report of these inspections, certified as to contents and date of inspection, and forward these reports electronically to the Owner and the Contractor within seven (7) days after completion of each inspection. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner deemed satisfactory to the Owner.

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

GC 49.00 MISCELLANEOUS KEYS, SWITCHES, ETC.

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, accounted for and turned over to the Architect for transmittal to the Owner.

GC 50.00 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner and the Architect and their directors, agents and employees harmless from and against all liabilities, costs, and expense, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, including the Work itself and including the loss of use therefrom, caused in whole or in part by Contractor's acts or omissions or the acts or omissions of Contractor's subcontractors, agents, or employees. This specific

indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner. This provision shall survive the termination of the Contract.

GC 51.00 LABOR DISPUTES

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

GC 52.00 LIMITATION OF ACTIONS

Any actions against the Contractor, its subcontractors, suppliers, or others providing materials or services for the Project, brought to recover damages for injury to person, damage to property (including loss or damage to property on the Project itself), or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction, or observation of construction of the Project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered. In no case shall such an action be brought more than ten (10) years after the date of final completion and acceptance of the Project; provided, however, that in any case where the cause of action arises during the tenth year, such action shall be brought within six (6) years after such cause of action arises and the nature and extent are fully discovered by the Owner.

GC 53.00 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

53.01 Colorado Labor. In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. Owner, in Owner's sole discretion after consultation with the State of Colorado, shall have the right to waive the eighty percent requirement if, in the Owner's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Section 53.01 would create an undue burden that would substantially prevent a project from proceeding to completion. Owner shall not impose contractual damages on Contractor for a delay in the Work due to the Owner's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

53.02 Resident Bidders. In compliance with Colorado Revised Statutes § 24-103-908, 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 that is (a) authorized to transact business in Colorado and maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, maintains a place of business in Colorado, and has paid Colorado unemployment compensation taxes in at least six (6) of the eight (8) quarters immediately prior to bidding on a construction contract for the Project.

GC 54.00 SALES AND USE TAX

The Contractor shall coordinate with the Owner to ascertain whether a sales or use tax may be collectible on the purchase of building materials, supplies, and equipment used on the Project by the Contractor. Some cities and municipalities will charge a sales or use tax on building materials, supplies, and equipment "picked up" and/or used within that city or municipality by a Contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for the 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 on the Project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all its subcontractors shall apply for and obtain a certificate of exemption for the Work from the Colorado Department of Revenue. Copies of such certificates shall be filed with the Owner before any materials are purchased or any Work commenced hereunder. No amounts paid to Contractor pursuant to the Construction Agreement shall include reimbursement for such taxes. The final bill submitted by the Contractor for final payment shall show the net cost of all materials purchased by the Contractor and all subcontractors. At the time of final completion, the Contractor and his subcontractors shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor or subcontractors upon materials used on the project, which affidavits shall further state that all such materials have been "built in" to the project, and where books and records and other substantiating evidence of payment of said tax are located and where they may be examined by appropriate governmental authorities, if such examination is required. The Contractor and all subcontractors shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records, resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor or subcontractor liable for the amounts of such tax refund as determined by the Architect's/Consultant's cost estimates of such materials.

GC 55.00 LIENS

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

GC 56.00 OWNER'S INSPECTION OF CONTRACTOR'S RECORDS

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

GC 57.00 CERTIFICATION BY CONTRACTOR REGARDING PREMISES ACCESS

The Contractor certifies to Owner that Contractor will not knowingly employ on Boulder Valley School District premises persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.

GC 58.00 CONTRACTOR SAFETY RESPONSIBILITIES

Boulder Valley School District is dedicated to providing a safe and injury free environment for the students, faculty, District employees, occupants, vendors, visitors, and the general public associated with their properties. This is of the utmost importance to the Owner and shall be a priority of the Contractor and its Subcontractors in the execution of their obligations to the Contract. The Contractor shall abide by the recommendations contained in the District's Construction Safety Manual. In addition, the Contractor and its subcontractors shall, at no additional cost to the Owner, comply with the following provisions:

58.01 Contractor's Obligation to Provide Safety Compliance. The Contactor will submit a copy of its Safety Program for review by the Owner's Safety Representative. Contractor has the sole responsibility for the adequacy and enforcement of its Safety Program. Contractor's Safety Program shall provide a basis for periodic compliance observation by Owner of Contractor's work areas. The Contractor shall submit to Owner written verification that all subcontractors engaged for services in the executions of the Contract are contractually obligated to comply with all provisions of Contractor's Safety Program. The Owner's Safety Representative is authorized to make written documentation of any safety and health hazards or violations brought to the attention of the Owner and shall request Contractor undertake expeditious corrective measures.

58.02 Contractor Safety Representative. In order to form an integrated team to effectively provide safe services to the Owner, the Contractor shall provide the name and contact information of Contractor's designated Safety Representative. This individual will have the responsibility and authority to ensure the Contractor's implementation, compliance with, and enforcement of, the Contractor's Safety Program and all applicable federal, state and local safety and health standards, rules and regulations. Owner reserves the right to require the Contractor to replace its designated Safety Representative if Owner determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities. Contractor shall conduct bi-monthly Toolbox talks to supplement the OSHA training efforts of their company or organization, and to keep safety front and center in their workers' minds. These are designed to heighten employee awareness of workplace hazards and supplement, not replace, OSHA regulations. These shall be bi-lingual if necessary.

58.03 Contractors Obligation to Report Accidents and Incidents to Owner. Contractor shall notify Owner of all incidents or injuries occurring on Owner's property and/or related to the Project. This notification obligation includes any injury or loss to District students, faculty, administrative personnel, visitors, vendors, Contractor's or subcontractor's workers, the general public and/or premises or property. Contractor and its subcontractors shall notify the Owner immediately of the incident or injury and shall investigate, compile and provide to Owner all relevant information within 24 (twenty-four) hours after occurrence on District-provided forms, if applicable. Contractor shall develop corrective actions for incident and injury prevention and timely report same to the District. Contractor agrees to perform Post Accident/Incident drug and alcohol testing. The expense of testing shall be borne by the Contractor at no additional cost to the Owner. The results of said testing will be provided to the Owner as part of the incident/injury report.

58.04 Owner's Observation of Safety, Health and Environmental Compliance. Owner will have the right to observe the Project and Contractor's work area to monitor compliance with Contractor's own Safety Program. Owner's Safety Representative will make recommendations as to the practices observed and provide a written report with concerns and/or documenting compliance issues observed. At any time a condition of threat to life and limb is observed with respect to any individual, including students, staff, District employees, occupants, vendors, visitors, the general public and/or workers, or to District property, Owner has the authority to immediately issue a Stop Work Order. Any stop work ordered by the Owner for such a safety reason must be effective immediately upon issuance. All associated costs and corrective action shall be the responsibility of Contractor. Work schedules will not be extended to accommodate the period of any such Stop Work Order, including any time required to implement corrective work or abate unsafe conditions. Any request or notice regarding, or visit of, the Project by an OSHA Compliance Officer must be immediately reported to the Owner's Safety Representative. Contractor must advise the Compliance Officer that the Owner is not the general contractor. Contractor must promptly provide the Compliance Officer with

any and all information requested.

58.05 Contractor's Prohibited Articles and Actions on Owner's Property. The Contractor and its Subcontractors shall comply with the following District prohibitions:

1. Firearms, explosives, fireworks, shall not be allowed on Owner's Property: Pursuant to the Gun-Free School Zones Act, (18 U.S.C. §§ 921(a) (25, 26), 922(q) (1), it is unlawful for anyone to knowingly possess firearms in school zones.
2. Harassment Policy: Owner prohibits verbal and/or sexual harassment of students, faculty, personnel and general public on its property. Owner reserves the right to ban offenders of this policy from all District premises.
3. Sex Offenders: Pursuant to Colorado Revised Statute 16-22-110, Public's Right to Know of Registered Sex Offenders, Owner reserves the right to investigate the status of any Contractor and/or subcontractor personnel with respect to Colorado Sex Offender Registry.

Contractor is obligated to notify all workers, vendors and employees associated with their work on the Project of the above policies and prohibitions. Contractor must conduct a Site Specific Orientation for such persons, as more fully set forth in the District's Construction Safety Manual. Any worker, vendor or employee that is engaged in an illegal act, refuses to submit to a search of property or person; or refuses, delays, is uncooperative with, or alters a urine and/or blood analysis shall be immediately removed from District property and the Project and shall prohibited from re-entering District premises.

58.06 Project Site Conditions.

1. Housekeeping: Contractor shall maintain a level of organization and cleanliness of the Project site that is conducive to the safety, health and well-being of all persons.
2. Security: Contractor shall secure materials, equipment, tools and access to the Project site.
3. Indoor Air Quality: Contractor agrees to make every reasonable effort to control, reduce, or abate nuisance odors, dust or fumes from products, equipment or site work to ensure that minimum air quality standards are achieved and maintained.
4. Storm Water and Waste Water: Contractor agrees to comply with all applicable Federal, State and local codes, laws and regulations concerning permits, controls and best practices for SWPPP controls and compliance. Contractor shall apply and pay for and adhere to Colorado Discharge Permit System.

58.07 Site Specific Orientation and Safety Plans in Place. Contractor agrees to provide to all Contractors and subcontractors Project workers a mandatory site specific orientation ("Site Specific Orientation") that covers the following information and practices:

1. Information as to the requirements of the District's Construction Safety Manual
2. Information as to the requirements of the Contractor's Safety Program and policies
3. Information as to the requirements of the Owner's Contract and all Prohibited Articles and Actions
4. Specific guidelines to follow in the event of an emergency
5. Communication of expectations concerning safety, safe practices and site specific logistics
6. Security mechanism(s) to ensure that only authorized personnel who have participated in a site specific safety orientation are permitted to access the Project site

Contractor shall issue an Owner-approved Hard Hat self-adhesive label with identifying number that evidences a person's participation in the Site Specific Orientation. Only those persons with the approved Hard Hat label shall be authorized to access the Project premises. Contractor shall maintain a current and accurate record of each person's issued number by name, date of issuance, record of attendance at the Project site and, as applicable, date of deactivation. Owner shall provide the labels at no cost to the Contractor for the term of the contract.

58.08 Record Keeping. Contractor agrees to produce, maintain, and store on the Project site, all safety-related reports and records. Such documentation shall be produced by Contractor to Owner upon request.

All such records shall be made accessible to governmental authorities upon request.

GC 59.00 CONTRACTOR ASBESTOS MANAGEMENT AND LEAD PAINT RESPONSIBILITIES

Contractor shall adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project. To that end, Contractor shall review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. BVSD Environmental Services will facilitate any necessary abatement in order to help make all projects successful. Contractor shall adhere to all federal and state regulations regarding the treatment and management of lead based paint before, during, and after any construction, renovation, or maintenance project. To that end, Contractor shall review the lead based paint (LBP) records before work begins, and complete additional testing for LBP as necessary. Any activity that potentially disturbs LBP must be brought to the attention of the BVSD Environmental Services Department prior to the start of work. All records of supplemental inspection and testing and any change in the scope of work will be provided to Owner.

GC 60.00 ARCHITECT'S STATUS AND INSPECTIONS

60.01 Authority. The Architect shall be the Owner's representative during construction and until the expiration of the warranty period. The Architect 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 Architect, with written approval of the Owner, shall have authority to stop the Work whenever such stoppage may be reasonably necessary in its opinion to ensure the proper execution of the Contract.

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

60.03 Inspections. The Contractor shall provide timely notice to the Architect when inspections are desirable or required by the terms of the Contract Documents or the Architect's Agreement with the Owner. 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 load-bearing surfaces or excavations before footings are poured.
c. Inspection of reinforcing steel after installation and before concrete is poured.
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 or enclosed.
h. Inspecting of electrical work following its installation and prior to its being covered or enclosed.
i. Inspection of exposed surfaces for compliance with the Contract Documents.

GC 61.00 ORAL STATEMENTS

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

GC 62.00 PROJECT SIGN

Owner shall provide Project signs which Contractor shall install at Owner's direction at the Project site. Except as approved by Owner, no advertising or signage shall be permitted on the Project site.

GC 63.00 HISTORICAL DATA

In addition to the warranties, guarantees, operating instructions, etc., elsewhere specified in the Contract Documents, at the conclusion of the Work and before final payment is made, the Contractor shall furnish a listing of the principal's names, addresses, and telephone numbers of all subcontractors and suppliers that furnished labor and/or materials on the Project, with identification of the services and materials rendered by each. There shall be provided one (1) copy for the Architect and three (3) copies and one (1) electronic copy for the Owner. All copies shall be delivered to the Architect for review and distribution.

GC 64.00 ASSIGNMENT

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

GC 65.00 TIME OF THE ESSENCE

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

GC 66.00 DISPUTES

The Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute concerning the Contract or the Project shall be exclusively in the federal court located in Colorado or the state court located in Boulder County, Colorado.

GC 67.00 SURVIVAL

The provisions of the Contract relating to indemnification from Contractor to Owner shall survive any termination or expiration of the Contract. Additionally, any provisions of the Contract which require performance subsequent to the termination or expiration of the Contract shall also survive such termination or expiration.

Exhibit N

Schedule of Values to be provided after amendment & change order for the GMP is executed.

Exhibit O

Boulder Valley School District Asbestos Management Plan
Contractor Responsibility form

Boulder Valley School District

Asbestos Management Plan Contractor Responsibility

It is the expectation of the Boulder Valley School District that contractors adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project.

To that end, contractors are expected to review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. Environmental Services will identify all areas of concern and facilitate any necessary abatement in order to help make all projects successful.

Therefore, contractors and their subcontractors must provide this signature sheet prior to the start of work to ensure they are aware of BVSD expectations and understand their responsibility.

I have read and understand the BVSD Asbestos Management Plan for the buildings in which I will be working. I agree not to disturb or damage any asbestos containing building materials (ACBM), which have been identified in the Asbestos Management Plan. In the event the scope of work changes during the course of the project, or our work causes us to encounter building materials that may be ACBM, we agree to notify BVSD Environmental Services immediately. If any identified ACBM is disturbed or damaged as a result of the work, the contractor and/or their subcontractor may be held financially responsible for all related remediation.

Company Name: Swinerton Builders

Authorized Representative: Jade Mercer

Print



Signature

Date: 05-27-25

Drafted and Required by:

BOULDER VALLEY SCHOOL DISTRICT ENVIRONMENTAL SERVICES DEPARTMENT

Exhibit P

List of all salaried staff to be charged to the Cost of the Work as established in the agreement

Manhattan Middle School Upgrades - Exhibit P: List of Salaried Staff to be charged to COW

Salaried Staff to be charged to Cost of Work

Name	Role
Jade Mercer	Project Executive
Mandy Larson	Project Manager
Dalton Jacobsen	Superintendent
TBD	General Foreman
TBD	General Foreman
TBD	Project Engineer

Exhibit A

Drawings, specifications and documents used to prepare the GMP

Platt Middle School
November 3, 2025

Platt Middle School Upgrades - Exhibit A: Documents and Specifications

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Eidos 100% CD Drawings dated September 12, 2025
Addendum No. 1 dated October 8, 2025

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A0.2 2017 Code Review (For Reference Only)
A0.3 Site Survey

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AC1.1 Enlarged South Entrance Plan (Alt. #7) and Partial Main Level Code Plan

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C0.2 Demolition Plan
C1.0 Civil Site Plan
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CD1.1 Site Details

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A1.3 Floor Plans Area C
A1.4 Floor Plans Area D
A2.0 FCS & Recording Studio Enlarged Floor Plans and Reflected Ceiling Plans
A2.1 Applied Tech Lab Enlarged Floor Plan, RCP and Int. Elevs.
A2.2 Restrooms 438 and 440 Demo. Plans, Enlarged Floor Plans, RCPs and Interior Elevations
A2.3 Restrooms 125, 127 & 325 Demo. Plans, Enlarged Floor Plans, RCPs and Interior Elevations
A2.4 Restrooms 307 and 309 Demo. Plans, Enlarged Floor Plans, RCPs and Interior Elevations
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A4.0 Casework Details & Finish Schedules
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Eidos Project Manual dated September 12, 2025
Addendum No. 1 dated October 8, 2025

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Exhibit B

Assumptions and clarifications made in preparing the GMP

Boulder Valley School District

Platt Middle School

GMP ESTIMATE QUALIFICATIONS

10/29/2025

Contents

1. General Qualifications
2. Project Document List
3. Trade-specific Qualifications
4. Allowance Summary
5. Alternates Summary

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1. General

General Qualifications

1. Swinerton Builders has evaluated the documents and prepared a GMP based on the reasonable intent of these documents. This estimate does not represent a line item GMP.
2. The estimate is based on a construction duration of 3 months with an anticipated construction start of 05/26/26
3. The estimate includes a 3.0% Contractor Contingency
4. General Liability is included at 1.10%
5. Builder's Risk Insurance is included at 0.12%
6. GC Payment and Performance bond is included at 0.80%.
7. Proposal is good for 60 days and is contingent upon a mutually agreeable construction contract.
8. Swinerton includes a 24-month warranty on completed work commencing at substantial completion.
9. Billing for stored materials & deposits
10. A portion of the building will be without power in the summer of 2026.

General Exclusions:

1. Cost escalation. It is strongly recommended that the owner carry an escalation allowance
2. Building permit fees
3. Plan check fees
4. Utility company fees and/or assessments
5. Sales Tax
6. Design and engineering fees
7. Project Labor Agreements / Prevailing Wage Rates
8. Minority / Diverse Business Participation
9. Professional liability insurance
10. Full time site security guards / services
11. Third party commissioning agent
12. Air quality monitoring
13. Noise monitoring
14. Seismic instrumentation monitoring

15. Provisions for latent soils conditions and hazardous materials removal and/or remediation
16. Hazardous material abatement
17. Cost of temporary utility consumption during course of construction (water, sewer, gas, power)
18. Upgrades to existing building elements and systems found to be non-code compliant
19. Warranty repairs associated with existing systems and/or equipment

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2. Project Document List

1. Platt Middle School Upgrades 100% CD Drawings by Eidos Architects dated 09/12/2025
2. Platt Middle School Upgrades 100% CD Specifications by Eidos Architects dated 09/12/2025
3. Addendum No. 1 Dated 10/08/2025

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3. Trade-specific Qualification

Division 2 – Existing Conditions

A. Exclusions
    1. Hazardous Materials removal

Division 3 – Concrete

A. Qualifications
    1. Eco Pans will be used for concrete wash out

Division 4 - Masonry

A. Exclusions
    1. Rework of existing bond beams

Division 5 – Metals

A. Qualifications
    1. Masonry lintels will be L4x4x3/8.
B. Exclusions
    1. Roof support steel
    2. Steel to reinforce the mezzanine in the Auditorium.

Division 6 – Woods and Plastics

A. Qualifications
    1. Countertops are carried as Group 2 Corian Solid Surface in standard colors.
    2. Pricing for the tool wall is based on the Gladiator garage wall system by Home Depot.
B. Exclusions
    1. Epoxy counter tops- MW-2
    2. Solid surface windowsills
    3. Modifications or repairs to existing casework

Division 7 – Thermal and Moisture

A. Exclusions
    1. Existing roof warranty- roofer unknown

Division 8 - Openings

A. Qualifications
    1. Hardware included 1 Schlage ND series locks with I/C core, LCN 4040XP closers, hinges, kickplates, and gasketing
B. Exclusions
    1. STC rated door or window at entrance to the Recording Studio

Division 9 - Finishes

A. Qualifications
    1. Epoxy grout and crack isolation are included.
    2. The new wall for Storage Room 614 will be installed on the existing carpet.
B. Exclusions
    1. Moisture mitigation
    2. Waxing of floors
    3. Moisture vapor control

Division 10 - Specialties

A. Qualifications
    1. Hand Dryer per addendum.
B. Exclusions
    1. Glass marker boards

Division 12 - Furnishing

A. Exclusions
    1. Motor operated window shades

Division 21 – Fire Protection

A. Exclusions
    1. Rework to the existing system outside of 2 head relocations

Division 22+23 – Plumbing and HVAC

A. Qualifications
    1. Controls carried as Alberio Energy
    2. State Plumbing Permit included
    3. Two-year warranty on installation included
    4. Insulation as required by code included
    5. Equipment rental included
    6. Backfill is based on 95% standard proctor, ASTM D698
B. Exclusions
    1. Commissioning
    2. Duct cleaning or cleanliness testing
    3. New glycol, existing glycol % to be confirmed prior to start of work

4. Fire-life safety controls, duct smoke detector remote test stations, control panels, indication and/or wiring
5. Duct detectors, where required, are furnished by others
6. Electrical of any kind
7. Fire protection including fire alarm
8. Acoustic analysis, design or treatment
9. Roof screening or roof work
10. Concrete bases or equipment pads
11. Painting or exterior caulking of any kind
12. Temporary HVAC
13. Temporary heat or water

Division 26 - Electrical

A. Qualifications
1. Permit and inspection fees included
2. Two-year warranty on installation included
3. Lighting control is assumed to be IECC code compliant
4. Cooper feeders are included.
5. New circuits assumed to be fed from nearest electrical power panel.
6. Existing pathways for fire alarm to be reused.

B. Exclusions
1. Sales Tax
2. Temporary power
3. Painting or wall patching
4. Spares and/or owner attic stock
5. Uninterruptable Power Systems (UPS) and Power Distribution (PDU) systems
6. Fire Pump Control Panel
7. Telephone and Data Communications
8. Wi-fi Systems
9. CATV Systems
10. Security Systems
11. CCTV Systems
12. Public Address Systems
13. AV Systems
14. Sound Systems
15. Clock Systems
16. Radio Amplification Systems
17. Distributed Antennae System (DAS)
18. Cable Tray Systems
19. Any sound caulking or smoke sealing
20. CAD or 3D modeling
21. Repairs or corrections to the existing electrical code violations and/or substandard workmanship existing

Division 27 - Communications

C. Qualifications

1. Projector screen priced as Da-Lite Advantage Manual w/ CSR 34714 (60"x96").
2. The projector is priced as a Ceiling Mounted Classroom Projector (5,000L WUXGA).

Division 31 - Earthwork

A. Qualifications
    1. Assume reuse of existing soil for back fill.

B. Exclusions
    1. Soils Report

Division 32 – Exterior Improvements

A. Qualifications
    1. The mill and overlay in the parking lots assumed to be 2”.
    2. Fencing price includes an 8’ h galvanized chain link fence with 9 ga 2" mesh and top and bottom rail. bracing at all terminals. 2-3/8" line and 2-7/8" terminal posts set in concrete. footers at 8' o.c.

B. Exclusions
    1. Soils report
    2. New storm drains
    3. Dewatering
    4. New light poles

Exhibit C

Itemization of the GMP

BVSD Platt MS

Estimate Version: Construction Documents,r00

Owner: Boulder Valley School District

Architect: Eidos Architects

November 3, 2025

Description Masterformat Level 1 > Masterformat Level 2	Bond Work 1 LS Amount	 Cost/LS	CTE 1 LS Amount	 Cost/LS	TOTAL 3,000 GSF Amount	 Cost/GSF
02 00 00 Existing Conditions	$ 82,062	$ 82,062.00	$ 3,500	$ 3,500.00	$ 85,562	$ 28.52
04 00 00 Masonry			$ 6,337	$ 6,337.00	$ 6,337	$ 2.11
05 00 00 Metals			$ 2,503	$ 2,503.00	$ 2,503	$ 0.83
06 00 00 Wood, Plastics, and Composites	$ 5,000	$ 5,000.00	$ 54,638	$ 54,638.00	$ 59,638	$ 19.88
07 00 00 Thermal and Moisture Protection	$ 12,773	$ 12,773.00	$ 23,007	$ 23,007.00	$ 35,780	$ 11.93
08 00 00 Openings	$ 11,640	$ 11,640.00	$ 46,723	$ 46,723.00	$ 58,363	$ 19.45
09 00 00 Finishes	$ 161,138	$ 161,138.00	$ 107,337	$ 107,337.00	$ 268,475	$ 89.49
10 00 00 Specialties	$ 119,757	$ 119,757.00			$ 119,757	$ 39.92
12 00 00 Furnishings					-	
21 00 00 Fire Suppression	$ 4,357	$ 4,357.00			$ 4,357	$ 1.45
22 00 00 Plumbing	$ 260,826	$ 260,826.00			$ 260,826	$ 86.94
23 00 00 HVAC	$ 639,398	$ 639,398.00	$ 27,091	$ 27,091.00	$ 666,489	$ 222.16
26 00 00 Electrical	$ 726,480	$ 726,480.00	$ 14,400	$ 14,400.00	$ 740,880	$ 246.96
27 00 00 Communications			$ 20,536	$ 20,536.00	$ 20,536	$ 6.85
32 00 00 Exterior Improvements	$ 466,387	$ 466,387.00			$ 466,387	$ 155.46
Direct Cost Subtotal	$ 2,489,818	$ 2,489,818.00	$ 306,072	$ 306,072.00	$ 2,795,890	$ 931.96
Internal Contingency	-		-		-	
Contractor Contingency	$ 74,695	$ 74,694.54	$ 9,182	$ 9,182.16	$ 83,877	$ 27.96
Subtotal	$ 2,564,513	$ 2,564,512.54	$ 315,254	$ 315,254.16	$ 2,879,767	$ 959.92
General Liability	$ 31,142	$ 31,141.80	$ 3,828	$ 3,828.24	$ 34,970	$ 11.66
Builders Risk	$ 1,847	$ 1,847.00	$ 696	$ 696.04	$ 2,543	$ 0.85
Performance & Payment Bond	$ 22,649	$ 22,648.58	$ 2,784	$ 2,784.18	$ 25,433	$ 8.48
Subtotal 2	$ 2,620,150	$ 2,620,149.92	$ 322,563	$ 322,562.63	$ 2,942,712	$ 980.90
Preconstruction Services	-		-		-	
General Conditions	$ 89,040	$ 89,040.32	$ 10,946	$ 10,945.68	$ 99,986	$ 33.33
Subtotal 3	$ 2,709,190	$ 2,709,190.24	$ 333,508	$ 333,508.31	$ 3,042,698	$ 1,014.23
Contractor Fee - 4.45% not on insurance	$ 118,067	$ 118,067.08	$ 14,514	$ 14,513.92	$ 132,581	$ 44.19
Subtotal 4	$ 2,827,257	$ 2,827,257.31	$ 348,022	$ 348,022.23	$ 3,175,279	$ 1,058.43
GRAND TOTAL	$ 2,827,257	$ 2,827,257.31	$ 348,022	$ 348,022.23	$ 3,175,279	$ 1,058.43

BVSD Platt MS

Estimate Version: Construction Documents,r00

Owner: Boulder Valley School District

Architect: Eidos Architects

November 3, 2025

Description	Bond Work		CTE		TOTAL	
Masterformat Level 1 > Masterformat Level 2	1 LS		1 LS		3,000 GSF	
	Amount	*Cost/LS*	*Amount*	*Cost/LS*	*Amount*	*Cost/GSF*
ALTERNATES (not included above)						
Alternate 01 Not Used					-	
Alternate 02 Not Used					-	
Alternate 03 Replace Irrigation Control					$ 20,674	Accepted
Alternate 04 Not Used					-	
Alternate 05 Install Crack Seal, Seal Coat, & New Striping at Basketball Court					$ 27,927	Accepted
Alternate 06 Not Used					-	
Alternate 07 South Parking Lot Rework					$ 246,375	Accepted
Alternate 08 Not Used					-	
Alternate 09 Classroom Carpet Removal/Readherence					$ 51,584	Accepted
Alternate 10 Replace Art Room Sinks					$ 19,376	Accepted
Alternate 11 Not Used					-	
Alternate 12 New Lites in Existing Doors @ Copy room 419 & Work room 431					$ 2,255	Accepted
Alternate 13 Replace Overhead Screen & Projector in Library 611					$ 5,363	Accepted
Alternate 14 Replace East Side Chain Link Fencing					$ 48,664	Accepted
GMP AMENDMENT					**$ 2,804,528**	
Early Procurement Amendment (Previously awarded)					$ 792,969	

Exhibit D

Contract Schedule

Exhibit E

Insurance Certificates to be provided after amendment & change order for the GMP is executed

Exhibit F

Performance Bond to be provided after amendment & change order for the GMP is executed

Exhibit G

Labor and Materials Payment Bond to be provided after amendment & change order for the GMP is executed

Exhibit H

Alternates

Alternate Summary

All alternates shown below are accepted and in the GMP.

#	Description	Total Price
1	N/A	N/A
2	N/A	N/A
3	Replace Irrigation Controls- **ACCEPTED**	$20,674
4	N/A	N/A
5	Install crack seal, seal coat, new striping at Basketball Courts-**ACCEPTED**	$27,927
6	N/A	N/A
7	South Parking Lot Rework-**ACCEPTED**	$246,375
8	N/A	N/A
9	Classroom Carpet removal/re-adherence-**ACCEPTED**	$51,584
10	Replace Art Room Sinks-**Accepted**	$19,376
11	N/A	N/A
12	New lites in existing doors at Copy Room 419 & Work Room 431- **Accepted**	$2,255
13	Replace overhead screen and projector in Library 611-**Accepted**	$5,363
14	Replace east side chain link fencing-**Accepted**	$48,664

Exhibit I

Unit prices not used for this amendment

Exhibit J

Allowances

Not Applicable

Exhibit K

Not Applicable

Exhibit L

Equipment rental rate schedule

Swinerton Equipment Rates
2025-2026

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Negative Air Machines	$ 35.55	$ 106.64	$ 309.23	$ 2,451.22
Manometer + monthly monitoring service	$ 79.30	$ 101.95	$ 295.66	$ 2,108.05
HEPA Vacuum	$ 17.89	$ 53.67	$ 155.66	$ 551.75
Portable HEPA Scrubber	$ 25.26	$ 75.76	$ 219.71	$ 2,328.67
Portable HEPA Cart	$ 64.04	$ 192.11	$ 557.10	$ 10,027.73
Grout Pump	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Concrete Planer-Makita	$ 8.29	$ 24.86	$ 72.10	$ 648.89
Floor Buffer	$ 21.31	$ 63.93	$ 185.40	$ 1,668.58
Chipping Hammer Electric	$ 11.15	$ 33.48	$ 97.07	$ 873.63
Vibrator - high cycle	$ 7.82	$ 23.44	$ 67.98	$ 611.81
Total Station	$ 20.71	$ 62.15	$ 180.25	$ 1,622.23
Concrete Gang Box	$ 19.34	$ 58.02	$ 168.25	$ 2,271.43
Drywall carts	$ 5.56	$ 16.70	$ 48.41	$ 435.68
Infection Control Panel	$ 15.75	$ 47.24	$ 136.99	$ 1,232.91
Concrete Blanket 10'x20'	$ 1.06	$ 3.19	$ 9.27	$ 83.43
Skillsaw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
Cordless SDS hammer drill, 1 1/2" (1-1/4in)	$ 7.43	$ 22.27	$ 64.58	$ 581.25
Router	$ 8.77	$ 26.29	$ 76.22	$ 685.97
Miter Saw	$ 6.27	$ 18.83	$ 54.59	$ 491.30
1/2” drill - corded	$ 2.35	$ 7.06	$ 20.45	$ 184.04
Screw Shooter	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Nail Gun	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Jigsaw	$ 5.92	$ 17.76	$ 51.50	$ 463.49
Planer	$ 8.88	$ 26.64	$ 77.25	$ 695.24
Milwakee Portable Backback Vacuum	$ 6.20	$ 18.61	$ 53.97	$ 485.74
Table Saw	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Air Monitor	$ 34.22	$ 102.64	$ 297.67	$ 2,679.00
Wire Feed Welder-Lincoln SP100	$ 31.96	$ 95.89	$ 278.10	$ 2,502.87
Cutting Torches & Cart	$ 13.02	$ 39.07	$ 113.30	$ 1,019.69
Dust Evacuation Fans - 36"	$ 35.51	$ 106.55	$ 309.00	$ 2,780.96
Builders level-B20	$ 21.78	$ 65.35	$ 189.52	$ 1,705.66
Truck Trailer	$ 71.03	$ 213.10	$ 617.99	$ 5,561.93
Compressor, Hammers, & Hoses	$ 29.60	$ 88.80	$ 257.50	$ 2,317.47
Generator - 5KW	$ 50.32	$ 150.95	$ 437.74	$ 3,939.70
Storage Trailer	$ 38.48	$ 115.43	$ 334.75	$ 3,012.71
Laser level	$ 7.44	$ 22.31	$ 64.71	$ 582.42
Std Job Box - Knack Model 89	$ 26.78	$ 80.33	$ 232.97	$ 2,096.71
Pallet jack - Manual	$ 11.89	$ 35.66	$ 103.41	$ 930.71

Item	Daily	Weekly	Monthly	Replacement or Maximum Billing (75% of Cost)
Debris Tilt Cart (Trash Buggy)	$ 12.28	$ 36.82	$ 106.78	$ 960.99
Self-Retracting Lifeline	$ 21.57	$ 64.71	$ 187.67	$ 1,689.01
Fall Arrest Harness	$ 5.88	$ 17.63	$ 51.12	$ 460.11
AED and Cabinet	$ 24.44	$ 73.63	$ 213.55	$ 1,921.98
Software	N/A	N/A	$ 194.67	N/A
BIM Rates per project				
$0 - $1,500,000	N/A	N/A	$ 92.70	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 257.50	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 618.00	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 901.25	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,287.50	N/A
$100,000,001+	N/A	N/A	$1,545.00	N/A
Open Space Rates per project				
$0 - $1,500,000	N/A	N/A	$ 115.36	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 225.57	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 391.40	N/A
$20,000,001 - $50,000,000	N/A	N/A	$ 558.26	N/A
$50,000,001 - $80,000,000	N/A	N/A	$ 724.09	N/A
$800,000,001 - $100,000,001	N/A	N/A	$ 945.54	N/A
$100,000,000 - $150,000,000	N/A	N/A	$1,148.45	N/A
$150,000,001 - $300,000,000	N/A	N/A	$1,457.45	N/A
Field Network Services				
$0 - $1,500,000	N/A	N/A	$ 370.80	N/A
$1,500,001 - $5,000,000	N/A	N/A	$ 453.20	N/A
$5,000,001 - $20,000,000	N/A	N/A	$ 592.25	N/A
$20,000,001 - $60,000,000	N/A	N/A	$ 746.75	N/A
$60,000,001 - $100,000,000	N/A	N/A	$1,349.30	N/A
$100,000,001+	N/A	N/A	$1,957.00	N/A

Exhibit M

General Conditions of the Contract

BOULDER VALLEY SCHOOL DISTRICT RE-2

BOULDER, COLORADO

GENERAL CONTRACT CONDITIONS

BOND PROGRAM

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GC 1.00 CONTRACT DOCUMENTS AND DEFINITIONS

All Work under the Construction Agreement shall be accomplished in accordance with the Contract Documents, which shall consist of the Request for Qualifications, Request for Proposals, Proposal(s), Notice of Award, Notice to Proceed, Performance Bond, Labor and Material Payment Bond, Construction Agreement, General Contract Conditions, Supplementary Conditions, Asbestos Management Plan Contractor Responsibility Form, Drawings and Specifications, tests and engineering data, approved Change Orders, Contractor's Requests for Payment, Architect's Certificates, and all addenda issued by the Owner or Architect prior to execution of the Construction Agreement and all modifications issued by the Owner or Architect after execution of the Construction Agreement. With respect to the Contract Documents, the following definitions and understandings shall control:

1.01 "Contract" or "Contract Documents" shall include all of the items enumerated in GC-1.00 above.

1.02 "Owner" shall mean Boulder Valley School District No. RE-2, and shall include its duly authorized representatives.

1.03 "Contractor" shall mean the corporation, company, partnership, firm, entity, or individual named and designated as such in the Construction Agreement, and any persons or entities acting on its behalf.

1.04 "Subcontractor" shall mean any corporation, partnership, entity, or individual having a direct contract with the Contractor or another subcontractor for performing Work and/or furnishing labor or material on the Project covered by the Contract.

1.05 "Architect" shall mean the corporation, partnership, entity or individual named and designated as "architect" or "engineer" in the Construction Agreement, and any persons or entities acting on the Architect's behalf and within the scope of the particular duties properly entrusted to them in each case. In the event that there is no Architect on the Project, then "Architect" shall refer to Owner and its duly authorized representative.

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

1.07 "The Work" shall mean the construction and services required by the Contract Documents for completion of the Project, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, whether on or off the Project site, and all labor, materials equipment and services provided or to be provided by subcontractors, sub-subcontractors, or any other entity for whom the Contractor is responsible.

1.08 "The Project" is the total construction designed by the Architect of which the Work performed under the Contract Documents may be the whole or a part.

1.09 The "date of final completion" and "finally completed" shall mean the date when construction is certified by the Architect to be finally completed in accordance with the Contract Documents, as modified by any Change Orders processed under the terms of GC-23.00 below 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.

1.010 "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner and/or Architect as a basis for the award of Contract and for construction of the Project; (b) supplementary drawings furnished by the Owner and/or Architect to clarify and to define in greater detail the intent of the Contract drawings and specifications; (c) drawings submitted by the successful Contractor as may be required after the Contract is awarded; (d) drawings furnished by the Owner and/or Architect to the Contractor during the progress of the Work; and (e) engineering data and drawings submitted by the Contractor during the progress of the Work, provided such drawings are acceptable to the Architect and Owner.

1.011 "Specifications" are the written technical information concerning materials, components, systems, equipment, and manner of installation as indicated on the drawings or plans and which state the quality, performance, and characteristics to be achieved by application of construction methods.

1.012 "Change Order" shall mean a written order to the Contractor signed by the Owner or its authorized agent issued after the execution of the Construction Agreement, authorizing a change in the Work and/or adjustment in the Guaranteed Maximum Price ("GMP") or the contract time schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Work and the Contractor's Fee.

1.013 "day" or "days" shall mean calendar days. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday, such deadline will be extended to the next day that is not a Saturday, Sunday or federal or Colorado state holiday.

GC 2.00 REFERENCE STANDARDS

2.01 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 as of the date of execution of the Construction Agreement, unless specifically stated otherwise.

GC 3.00 DRAWINGS AND SPECIFICATIONS

3.01 Ownership of Drawings. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Architect and the Owner, whether or not the Work for which they are made is performed, and are not to be used on other Work except by written agreement with the Architect and the Owner.

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

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

3.04 Detail Drawings and Instructions. The Architect shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity with the Architect's drawings and instructions, and the Contractor shall do no Work without proper drawings and instructions.

3.05 Drawings and Specifications Available on the Site. The Contractor shall maintain at the Project site for the Owner and the Architect a Project record set of drawings, including addenda, approved shop drawings, Change Orders, and other modifications, with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Project record set of specifications at the

Project site, noting therein by appropriate section the names, models, and other distinguishing characteristics of the materials actually incorporated into the Work. This Project record set of drawings and specifications shall be updated daily as the Project progresses and shall be made available to the Owner and Architect for inspection at all times. Upon final completion of the Work and before final payment, three (3) copies and one (1) electronic of this Project record set of drawings and specifications shall be delivered to the Owner. One (1) copy of this Project record set of drawings and specification shall be delivered to the Architect.

3.06 Laws and Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the Architect in writing, and any necessary adjustments shall be made as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, or regulations without giving the required notice to the Architect and receiving a written directive to proceed, it shall bear all costs arising therefrom and to correct and/or remedy same.

GC 4.00 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of patent rights and shall hold the Owner harmless from any and all liability or loss on account thereof. If the Contractor has information that the process or article specified involves the infringement of a patent, it shall be responsible for any and all liability or loss resulting therefrom unless it promptly furnishes such information to the Architect in writing.

GC 5.00 ITEMS COVERED BY CONTRACT PRICE

5.01 Items Supplied by Owner. Owner shall supply the following items for the Project:

a. Building Permit;
b. Initial Survey;
c. Materials Testing Including Soil Testing;
d. Third Party Inspections;
e. Commissioning; and
f. Test and Balance as Required for Commissioning.

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

GC 6.00 EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS

6.01 Execution. The Construction Agreement and other Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days of Notice of Award, the Contractor shall submit to the Owner a minimum of five (5) fully executed original sets of the Construction Agreement; Performance Bond, and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverage. The date of the Contract for purposes of these documents shall be the date of the Notice of Award letter. The Owner shall execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until it receives the Notice to Proceed. All bonds and insurance

certificates shall be submitted to the Owner prior to the award of the first subcontract.

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

6.03 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 that, as applied, have a well-known technical or trade meaning shall be held to refer to such recognized meaning. The organization of the specifications into divisions, sections, and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. 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. The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any Work exhibited in the one and not in the other shall be executed as if it had been set forth in both, so that the Work will be constructed according to the complete design as determined by the Architect.

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

6.05 Conflict in Interpretation. In the case of discrepancy or in the event of a conflict between the different Contract Documents, the documents shall take precedence in the following order:

a. Change Orders;
b. Written Amendments to Construction Agreement (including, if applicable, the GMP);
c. Construction Agreement;
d. General Conditions;
e. Drawings and specifications; and
f. Bid Documents, including addenda.

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

GC 7.00 MATERIALS, LABOR, FACILITIES, AND STORAGE

7.01 Contractor's Responsibility. Unless otherwise agreed in writing, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by it and its subcontractors for their Work and shall install and maintain all such facilities in such manner as to protect the public and workers and to 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. Unless otherwise specified, the Contractor shall pay for all the power, light, and water used by it and its subcontractors, without regard to whether such items are metered by temporary or permanent meters. The cutoff date on permanent meters shall be either the agreed date of full occupancy by

the Owner or the date of final acceptance of the Project, whichever shall be the earlier date. Upon completion of the Work, the Contractor shall remove all surplus materials, tools and such temporary facilities and structures, furnished by the contractor from the Project site. All debris and rubbish caused by the operations of the contractor shall be removed, and the area occupied during construction activities shall be restored to its original condition, within 48 hours of project completion, unless otherwise directed by the municipality or owner's representative.

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

7.03 Toilet Facilities. The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or its subcontractors. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site and disinfect the premises.

7.04 Facilities and Storage. The Contractor shall provide suitable temporary facilities and quarters for workers, as needed, and shall maintain on premises water-tight storage sheds or tool houses for storage of building materials and tools that could be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. Storage of materials shall be confined to the site. These facilities or quarters shall further provide for protection against theft and damage of building materials and tools. Upon final completion of the Work, the Contractor shall remove all such temporary facilities from the site.

7.05 Office Space. The Contractor shall provide adequate, weatherproofed, heated and well- lighted office space at the site of the Work, for use by the Architect and the Owner and their representatives. The Contractor shall also provide telephone service at such office, which shall be available for use by the Architect, the Owner, and their representatives without charge, except for toll calls.

7.06 Quality and Location of Facilities. All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Architect and the Owner.

GC 8.00 PERFORMANCE AND PAYMENT BONDS

8.01 Required Bonds. The Contractor shall, within ten (10) days from the Notice of Award furnish bonds to the Owner in the full amount of the contract price, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising thereunder, on such customary forms as the Owner may prescribe and with such sureties as it may approve. The amount of the bonds shall be increased, if necessary, to reflect approved changes in the Work that result in an increase in the total cost of the Work plus the Contractor's fees. Such bonds shall be duly executed by a qualified surety licensed to do business in the State of Colorado, conditioned upon the true and faithful performance of the Contract, and shall provide that if the Contractor or its subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or its subcontractors in the performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, as adjusted by approved Change Orders, and together with interest as provided by law. The performance bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of Work falling under the requirements of the Contract that may be called to the Contractor's attention within a period of twenty-four (24) months following the date of the letter of acceptance.

8.02 Additional Bond Requirements. The premium for all bonds shall be paid by the Contractor and included in the bid price in the bid proposal. The Owner will accept and approve bonds written by sureties legally authorized to write such bonds in the State of Colorado, provided such surety companies are rated in Best's Insurance Guide (latest edition), not lower than A- or have Best's Financial Rating of at least X. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, new bonds shall be provided by an alternate surety licensed to do business in the State and meeting the requirements of this Section 8.00.

GC 9.00 PERMITS AND COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

9.01 Permits. Any local permits, governmental fees, and licenses necessary for the proper execution and completion of the Work shall be secured and paid for by the Contractor. Owner will pay for and secure building permit from Colorado Division of Fire Prevention and Control. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in writing. The Owner is generally exempt from paying any fee for any building permit issued by any building departments or agencies located in Boulder, Broomfield, and Gilpin Counties, and the Contractor shall see that no building permit fee is paid. The Owner shall negotiate and provide for all electrical, gas, water, and sewer mains for the Contractor's connections. The Contractor shall arrange with the utility company for actual connection, make necessary connections, and pay for all associated inspection fees and permits as required by any government agency. In addition, the Contractor shall furnish all material and items required to complete all connections. The Contractor shall call for all inspections on a timely basis by any agency having jurisdiction over the Work.

9.02 Compliance with Statutes, Rules and Regulations. The Contractor and all subcontractors shall comply with all applicable federal and state statutes, rules, regulations, and directives of the State Division of Fire Prevention and Control, and other governmental body having jurisdiction over the work to be performed. If any of the provisions of the Contract Documents are in conflict therewith, such portions shall be considered stricken and the applicable statute, ordinance, regulation, or ruling substituted therefor. All such cases of apparent conflict coming to the attention of any party shall immediately be called to the attention of the Owner. The Contractor shall strictly observe and comply with all federal and state laws pertaining to the employment and payment of labor.

GC 10.00 SURVEYS, BENCHMARKS, MONUMENTS, STAKES, AND MEASUREMENTS

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

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

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

10.04 Measurements. Before ordering any material or performing any Work, the Contractor shall verify all measurements on the Project and shall be responsible for the accuracy of same. No extra charge or

compensation shall be allowed because of any difference between actual dimensions and the measurements indicated in the drawings or specifications. Any discrepancies shall be submitted to the Architect and Owner for consideration before proceeding with the Work.

GC 11.00 CHANGED CONDITIONS

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

GC 12.00 PROTECTION OF PERSONS, WORK AND PROPERTY

12.01 Building Exits and Barricades. During the course of construction, the Contractor shall keep all required building exits free and unimpeded. Such exits shall not be closed at any time for any reason while the building is occupied or at any time when the building is unoccupied, except after written approval is given by the Owner and proper warning and directional signs are posted. Barricades shall be erected so that traffic is separated and protected from the construction.

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

12.03 OSHA Compliance. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Administration ("OSHA") and all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction to protect the safety of employees and/or other persons who may be affected by the Work. The Contractor shall erect and maintain all necessary safeguards to protect workers on the Project site and the owners and users of adjacent property, and shall post danger signs and other warnings against hazards created by the Work including but not limited to protruding nails, hoists, well holes, elevator shafts, hatchways, scaffolding, window openings, stairways, excavations, and falling materials. The Contractor shall designate a responsible employee at the Project site as a safety officer to ensure the Contractor's compliance with this section. Said employee shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.

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

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

GC 13.00 WORK ON EXISTING BUILDINGS

13.01 Protection of Occupants. In addition to all other requirements of the Contract Documents, if the Work involves an addition or alteration to an existing building, the Contractor shall erect and maintain during the progress of the Work suitable dustproof partitions to protect such building and the occupants thereof. If necessary, in the Owner's or Contractor's judgment or pursuant to manufacturer's directives or recommendations in order to protect occupants from noxious fumes, odors, or hazardous substances, the Contractor may be required to provide additional ventilation and/or work different or extended hours to avoid disruption to other activities within the existing building. Contractor shall protect and keep from harm all occupants of an existing building from construction activities, and shall include a safe pathway into and out of the school.

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

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

GC 14.00 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

14.01 Superintendent. During the progress of the Work, the Contractor shall ensure that a competent superintendent and any necessary assistants, all satisfactory to the Architect and the Owner, are on the Project site at all times while Work is in progress. The superintendent shall not be changed by the Contractor except with the written consent of the Architect and the Owner, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent the Contractor on the Project and all directions given to him/her shall be as binding as if given to the Contractor. The Architect and the Owner shall not be responsible for the acts or omissions of the superintendent or his/her assistants.

14.02 Supervision. The Contractor shall provide full-time, qualified, and efficient supervision of the Work, using competent skill and attention. The Contractor is responsible for determining and supervising all temporary and permanent erection and construction sequences, techniques, means, or methods. The Contractor shall direct, schedule, coordinate the Work to ensure that all parts fit together properly and in accordance with the Contract Documents. The Contractor shall carefully study and compare all Contract Documents and other instructions and shall at once report to the Architect and the Owner any error, inconsistency, or omission that Contractor may discover.

14.03 Additional Supervision Duties. The Contractor 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. The Contractor shall

provide engineering, surveying, and coordination to accurately establish all lines, levels, and marks necessary to facilitate the operations of all parties involved in the Contractor's Work. The Contractor shall lay out the Work in a manner satisfactory to the Architect, making permanent records of all lines and levels required for excavation, grading, and foundations, and for all other parts of the Work. The Contractor shall be responsible for the commencement and the proper completion of the various stages and sequences of construction. The Contractor shall strictly adhere to the approved construction schedule.

GC 15.00 SUBSTITUTIONS

The Contractor shall be held to have used in its base proposal and to furnish under the Contract those items of equipment and/or materials that are specifically identified in the plans and specifications by a manufacturer's name, model, or catalog number. Items of equipment and/or materials of the Contractor's choice may be offered as alternates to the items named in the plans and specifications by submitting, with the proposal and on the form provided, identifying data on the articles proposed together with a statement of the amount of addition or deduction from the base bid if the bidder's alternate is accepted. Prior approval by the Architect is not required on items submitted as alternate bids. After execution of the Construction Agreement, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved by the Owner so long as the equipment or material proposed for substitution in the opinion of the Owner is just as suitable as the equipment and/or materials named in the plans and 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: the specified equipment or material is no longer available, a substitution will improve lead time, quality will be improved (documented detail required), or the Owner will incur substantial savings. All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Architect for initial review and recommendation before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of equipment or materials shall be allowed for any items specified in the Contract Documents. In case of a difference in price, occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution. All approved substitutions shall be documented by the issuance of a formal Change Order as provided in these General Conditions.

GC 16.00 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

16.01 Shop Drawings. "Shop drawings" are drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, and other data that are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and that illustrate some portion of the Work. Shop drawings shall be submitted in both hard copy and electronic format.

16.02 Samples. "Samples" are physical examples furnished by the Contractor to the Owner and/or Architect to illustrate materials, finishes, equipment, or Workmanship, and to establish standards by which the Work will be judged.

16.03 Product Data. "Product data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Product data shall be submitted in both hard copy and electronic format.

16.04 Contractor's Obligations. The Contractor shall review, approve, stamp an then submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such a sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Shop drawings, product data, samples, and similar submittal required by the Contract Documents shall properly identify specified items. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents. Substitutions will be allowed only in accordance with the provisions of GC-15.00. The number of copies and format of submittal shall be as required by the Architect, but, at a

minimum, shall include three (3) copies and one (1) electronic copy of the original shop drawings and product data for the Owner.

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

16.06 Architect /Owner Review. The Architect shall review and approve shop drawings, product data, and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of any assembly in which the item functions. Upon the final completion of the Work, the Contractor shall furnish to the Architect two corrected copies of all shop or setting drawings showing the as-built condition of the Work. The Architect, after review, shall submit one of these copies to the Owner.

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

16.08 Contractor's Responsibility. The Architect's approval of shop drawings, product data, or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval of the specific deviation. The Architect's approval shall also not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data, or samples.

16.09 Architect Approval Required. No portion of the Work requiring the submission of a shop drawing, product data, or sample shall be commenced until such submittal has been approved in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings, product data, and samples. All material finishes and samples shall be approved at one time. The Contractor shall submit all items requiring approval of finishes, color, material, etc., with sufficient lead time to allow simultaneous consideration and preparation of complete finish color schedule. No approvals of single items shall be considered.

16.010 Copies to Owner. When shop drawings, product data, samples or similar submittals have been approved and stamped by both Contractor and Architect, Contractor shall immediately forward an electronic copy of each to the Owner.

GC 17.00 CASH ALLOWANCE

The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the Contract sum being adjusted in conformity therewith. The Contractor declares that the Contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the Contract sum shall be allowed.

The Contractor shall not be required to employ for any such work persons against whom he has filed a lien or has a reasonable objection due to previous legal claims.

GC 18.00 EXPEDITING MATERIALS

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

GC 19.00 BLASTING

No explosives of any nature except for those normally employed in powder actuated tools, .38 caliber or smaller, shall be employed or used on the Project site except with the express and specific prior written approval of the Architect and the Owner and any appropriate governmental authorities, in each instance. The Contractor shall notify the Architect of need for such approval three (3) days prior to the proposed use of such explosives.

GC 20.00 SOIL TEST REPORT

The Owner may arrange for a separate consultant to conduct field and laboratory soil investigations on the Project site and to prepare a report of its findings. Such a report, if prepared, shall be available for review by the Contractor in the Architect'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 Architect 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 and the Work.

GC 21.00 HAZARDOUS MATERIALS

21.01 Responsibility and Reporting. Unless otherwise provided in the Contract Documents, the Contractor shall have no responsibility for the presence, handling, removal or disposal of hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead, or other hazardous materials. Prior to its commencement or continuation of any portion of the Work, the Contractor shall provide notice to the Owner of the presence, location, amount and condition of any known or suspected hazardous materials that are discovered at the Project site. Such notice shall be in writing and shall be submitted no more than twenty-four (24) hours after the presence of such materials becomes known or suspected.

21.02 Contractor's Obligations. In the event hazardous materials become known or suspected by the Contractor as described in GC-21.01 above, the Contractor shall not proceed with or continue the Work until it has received written authorization from the Owner. If the Contractor proceeds with the Work without said authorization, it assumes any and all responsibility and liability for contamination and cleanup at the Project site according to applicable federal and state laws, and for any death or personal injury, including but not limited to medical expenses that may be incurred by any individual as a result of exposure to hazardous materials on the Project site.

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

21.04 Management Plan. The Contractor acknowledges that it and its employees, agents and subcontractors have the responsibility of being fully informed of the Owner's Management Plan as it relates to 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 22.00 DAMAGE TO UTILITIES

22.01 Adequate Precautions. The Contractor shall take adequate precautions to protect existing utilities on and off the Project site and avoid damage thereto. The Contractor shall repair or replace or have repaired or replaced at its expense any damage to streets, water, sewer, light, power, cable, or telephone lines or fiber network that are damaged by reason of the Contractor's Work.

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

22.03 Protection from Damage. The Contractor shall adequately protect active underground utilities from damage, and if damaged shall immediately effect all necessary repairs. Removal or relocation of active underground utilities shall be done only as indicated on the drawings. If such utilities are in use, they shall be maintained in continuous service. If not indicated on the drawings or not known to exist, the Contractor shall report discovery of such utilities to the Architect and shall not proceed further until directed to do so.

22.04 Inactive or Abandoned Utilities. 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 the outside line of all concrete Work unless otherwise required by regulations. Ends shall be capped or plugged. There shall be no adjustment of the Contract amount for Work due to inactive or abandoned utilities.

GC 23.00 CHANGES IN THE WORK

23.01 Change Orders. The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Project consisting of additions, deletions, or other revisions. Under such circumstances, the GMP, if applicable and established, and the Contract Time Schedule shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order. No Change Order or other form of order or directive by the Owner or Architect requiring additional compensable Work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Agreement, shall be issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional Work have been made. Any claim of the Contractor for adjustment under this section must be asserted in writing within ten (10) days from the date of the Contractor's receipt of the Change Order.

23.02 Minor Changes. The Architect shall have authority to order minor changes in the Work not involving an adjustment in the GMP or an extension of the Contract Time Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by field order or by other written order. Such changes shall be binding on the Owner and the Contractor. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

23.03 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 GC-23.03(c) below, and acceptance in a lump sum, with a maximum combined markup to the Owner, for the Contractor and all affected subcontractors, not to exceed a total of fifteen percent (15%).
b. By unit prices named in the Contract or subsequently agreed upon.
c. If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:
    i. The actual cost of all direct labor performed (including foremen employed continuously on the Work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual

materials furnished for and used in such Work, less all available cash, trade, or other discounts.

ii. Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars ($1,000); provided, however, 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 GC-23.03(c)(i), GC-23.03(c)(ii) and GC-23.03(c)(iii) only, and shall constitute full compensation to the Contractor and all its subcontractors for all costs and expenses, including all overhead and profit, which are not otherwise enumerated in this GC-23.03(c).

vi. The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all the fees and costs described in this GC-23.03(c), together with all supporting vouchers and other documentation, all subject to audit by the Owner.

GC 24.00 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise, after the date of the Construction Agreement, involve extra costs under this Contract that were not included in the original bid, or require an extension in the construction schedule, the Contractor shall give the Owner and the Architect written notice thereof no later than ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount or construction schedule must be authorized by Change Order.

GC 25.00 DELAYS AND EXTENSIONS OF TIME

25.01 Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the Work by the negligence or other improper act of the Owner or the Architect, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by any other cause that 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.

a. Extension of the Contract completion time will be considered for delays due to weather conditions only when such conditions have had a material, adverse impact upon the critical path of the construction schedule, are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by climatological data, U.S. Department of Commerce, for the area where the Project is located, and only if a request for such an extension of time is received within seven (7) days of the first date of each delay. Extensions of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days' credit for every working day lost with each separate extension figured to the nearest whole calendar day.

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

c. 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 detail drawings until fifteen (15) days after demand is made for them, and then only if such claim is reasonable.

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

e. When the whole or a portion of the Work is suspended for any reason, the Contractor shall properly cover over, secure, and protect all Work as may be susceptible to damage in the absence of such action.

25.02 Article Not Exclusive. This GC-25.00 does not exclude the recovery of damages by the Owner for delay under other provisions of the Contract Documents.

GC 26.00 ACCESS TO WORK

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

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

26.03 Reinspection. Reinspection of questioned Work may be ordered by the Owner, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of reinspection and replacement. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such cost.

26.04 Testing. Materials incorporated into the Project shall be subject to routine tests as required to ensure their compliance with the specifications. Such tests may include, but shall not necessarily be restricted to, the following: concrete (primary mix design, slump tests, cylinder compressions tests, and air entrainment tests); steel (tensile tests); welds (field inspection and x-ray examination); soils (sub-soil investigation, physical analysis, and compaction tests); asphalt pavement (physical analysis and compaction tests); and roofing samples cut from in-place built-up roof. 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. Any testing contemplated by this section shall be done at the discretion of the Owner, who shall bear all costs, unless otherwise provided in the Contract Documents. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or its representative in obtaining and preparing samples for tests. All tests shall be in accordance with standard test procedures and shall be performed by persons or firms selected by the Owner. Contractor shall schedule and coordinate all tests and inspections directly with the owner's testing and / or inspection agency. Contractor shall give the architect and owner 48 hours' notice of when and where tests and inspections are to be made so that the architect may be present for such procedures.

GC 27.00 CORRECTION OF WORK

27.01 Correction of Work Before and After Completion. The Architect or Owner has the authority to reject Work that is defective or otherwise does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all Work rejected by the Architect or Owner as defective or as

otherwise failing to conform to the Contract Documents, whether observed before or after the date of final completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Architect's and/or Owner's consultant's additional services necessitated thereby. If the Contractor proceeds to build in or cover the item that has been rejected, the Contractor 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.

27.02 Tests to Determine Conformance. Whenever in the opinion of the Architect or the Owner tests are essential to assure the professional evaluation of the Work that is subject to being rejected or condemned, the necessary number of tests shall be performed by consultants designated by the Owner. The recommendation of such consultants shall be final and all parties to the Contract shall comply with the methods and extent of the corrections submitted in writing to the Owner and the Architect by such consultants. The cost of the tests shall become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated Work; otherwise, the Owner shall pay for all tests performed. Should such special testing, inspection, or approval be caused by the Contractor's failure to follow the requirements of the Contract Documents or required tests under GC-26.04 indicating conditions not in conformance with the Contract Documents, the costs of such additional testing, inspection, or approval shall be borne by the Contractor, regardless of the results.

27.03 Removal of Rejected Work. The Contractor shall promptly remove from the Project site all Work rejected by the Architect or Owner as failing to conform to the Contract Documents, whether or not the Work is physically incorporated. Thereafter, the Contractor shall promptly replace and re-execute such Work in accordance with the Contract Documents and without expense to the Owner. The Contractor shall further bear the expense of making good all Work of other contractors and/or subcontractors destroyed or damaged by such removal or replacement, and shall bear the expense of making good all of its Work and the Work of its subcontractors found to be defective by such removal or replacement. If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice from the Owner through the Architect, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal and storage within ten (10) days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale. In such case, the Owner shall account to the Contractor for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Architect or consultant services. If the net proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In addition, the Owner shall have any other remedies that may be available to it.

27.04 Correction of Work After Final Payment. Neither the final estimate or payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work or property resulting therefrom, which appear within a period of two (2) years from the date of final completion and acceptance. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

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

27.06 Deductions for Uncorrected Work. If the Owner deems it inexpedient to correct Work that has been damaged, is defective or has not been done in accordance with the Contract Documents, then an appropriate deduction from the price shall be made and reflected by a Change Order or, if the amount is determined after final payment, it shall be paid by the Contractor.

27.07 Additional Obligations. The obligations of the Contractor to correct the Work shall be in addition to, and not in lieu of, any other obligations imposed upon it by law, special guarantees, warranties, or other rights of the Owner.

GC 28.00 OWNER'S RIGHT TO CARRY OUT WORK

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

GC 29.00 OWNER'S RIGHT TO TERMINATE CONTRACT

29.01 Termination for Cause. If the Contractor should be adjudged bankrupt; or if it should make a general assignment for the benefit of its creditors without approval of the Owner; or if a receiver should be appointed on account of its insolvency; or if it should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, competent supervision and superintendence of the Work, proper materials, or competent management of the Project; of if it should fail to make prompt payment to subcontractors or for material or labor; or disregard any laws, ordinances, or the instructions of the Architect or Owner; or otherwise be guilty of a material violation of any provision of the Contract Documents; then the Owner, when in its sole opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and its surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finally completed and accepted by the Owner. If the unpaid balance of the Contract amount exceeds the expense of completing the Work, including the cost of additional architectural, engineering, managerial, consultant, and administrative services, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner and the Owner shall be justified in withholding payment of any unpaid amounts. The expense incurred by the Owner, as herein provided, and the damages incurred through the Contractor's default, shall be determined by the Owner. The Contractor will not be reimbursed for any anticipated profit.

29.02 Termination Without Cause. Should conditions arise that in the Owner's opinion make it necessary or advisable to discontinue Work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the Project site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination without cause under this section, the Contractor shall be equitably paid for all Work properly completed, based upon the approved schedules of values.

GC 30.00 CONSTRUCTION SCHEDULE AND PROGRESS REPORTS

30.01 Construction Schedule. The Contractor shall submit, within ten (10) days after the date of the notice of 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 award, and the completion date shall be a date that 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 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 such as commissioning, test and balance, and owner training, may be requested at the Owner's discretion. No request for payment shall 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 course of the Work when the actual progress, in the opinion of the Architect or the Owner, varies materially from that previously approved.

30.02 Monthly Progress Reports. The Contractor shall submit monthly progress reports with each request for payment. Basically, these reports shall reflect the Contractor's "Work in place" progress and shall be certified by the Contractor as to the date and contents of such "Work in place" progress report. If requested by the Owner, the monthly progress 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. The subcontractors shall be supplied copies of the Contractor's approved schedule. These subcontractors shall develop a similar schedule based on their respective Work. Failure to submit an approved schedule or monthly progress report shall be deemed cause to reject requests for payment.

30.03 Scheduling. The Contractor shall schedule all Work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. Where electrical or mechanical Work performed under this Contract will necessitate interruptions of service to existing facilities, the Contractor shall furnish and install temporary service to such facilities or perform such Work at such times when said existing utilities are not in normal use. The Contractor shall bear the cost of all overtime or inconvenience resulting therefrom. Any remodeling work which may interrupt normal building functions, especially periodic standardized testing, shall be scheduled and coordinated with the Owner at least 1 week prior.

30.04 Noise Ordinance Violation. The Contractor shall at all times comply with the local noise ordinance requirements relating to the Work. To the extent there are any violations of any applicable noise ordinances imposed on the Owner as a direct or indirect result of the Contractor's Work, then the Contractor shall reimburse the Owner for any sums paid or due and payable by the Owner as a result of such violations. The Owner reserves the right to deduct any expenses incurred by the Owner as a result of any noise ordinance violations by the Contractor from any amount due to the Contractor under this Construction Agreement or, at its option, to collect such sum directly from the Contractor or its surety

GC 31.00 SCHEDULE OF VALUES

Progress payments shall be made on the valuation of the Work done. Before beginning work and prior to the first Application for Payment, the Contractor shall submit to the Architect and the Owner a complete, itemized schedule of the values of the various parts of the Work, aggregating the total sum of the Contract and separating material costs from other costs . Such schedule shall include the material costs of all subcontractors under the Contractor and the costs of all materials to be taken from the Contractor's or subcontractors' own stocks of material. The schedule of values shall be supported by such evidence as to its correctness as the Architect and/or the Owner may direct. Each item on the schedule of values shall include its proper share of overhead and profit. The schedule of values shall be used for the estimates and progress payments provided for in these General Conditions. Along with such schedule of values, the Contractor shall submit a schedule of estimated monthly application amounts to be submitted over the course of the Project to assist the Owner in arranging payments.

GC 32.00 PAYMENT

32.01 Certificates for Payment. No request for payment shall be submitted to the Owner until and unless it

has been certified by the Architect. No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute any acceptance of any Work not completed in accordance with the Contract Documents.

32.02 Payments to Contractor. Partial payments shall be made as the Work progresses within twenty-one (21) days after the close of the calendar month. Requests for payment, along with the appropriate supporting documentation shall be submitted to the Architect on a regularly established monthly schedule approved by the Owner. Supporting documentation is defined as: Job cost variance report; schedule of values; Equipment rental information; Updated schedules, including recovery schedule if behind, Lien release, subcontractor pay applications and supplier invoices; contractor general conditions billed to correct line from payment matrix (GCs or fee). All materials stored off site require: certificate of insurance for stored materials, bill of sale, supplier invoices and photos. The Owner reserves the right to withhold payments at any time regardless of the Architect's recommendations or issuance of certificate for payment. 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 Contractor shall provide the Owner with a completed federal Form W-9 upon submission of the Contractor's first request for payment.

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

b. Payments shall be made in the full value of the Work performed and material stored, less five percent (5%) of such value which shall be retained until completion and acceptance of all Work unless otherwise agreed by Owner, and less the aggregate of any previous payments.

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

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

e. After the date of final completion of the Work, final settlement for the Project shall be advertised in accordance with Colorado law.

f. On the date of final settlement, as advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any unpaid claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is

paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

32.03 Payments Withheld. The Owner may withhold payment or the Architect may decline to issue a certificate for payment in whole or in part, or the Architect may withhold or nullify the whole or any part of any certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either the Owner or the Architect 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 Contractor to make payments properly to subcontractors or for material or labor;
d. a reasonable doubt that the Contract can be completed for the balance then unpaid;
e. damage to another contractor or to the property;
f. failure of the Contractor to perform any portion of the Work in a timely manner or in compliance with any approved schedules; or
g. failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including without limitation monthly progress reports, schedule of values, or request for approval of subcontractors.

32.04 Recordkeeping. As further described in GC-56.00, the Contractor shall keep complete and accurate records, accounts and books with regard to all materials, equipment and labor involved in the performance of the Work in accordance with generally accepted accounting principles. The Owner and Architect shall have access to the Contractor's accounting records at all reasonable times, and the Contractor agrees to make any changes to its system of keeping these records as the Owner may reasonably request in writing. All such records shall be preserved and the Owner shall have access to them for six (6) years after final payment to the Contractor.

GC 33.00 INSURANCE

33.01 The Contractor, at its expense, shall procure and maintain in effect at all times throughout the duration of the Project, including the two-year warranty period, all insurance requirements and limits as set forth below. The Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this Construction Agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. Completed certificates of insurance shall be filed with the Owner within ten (10) days after the date of the Notice of Award. Such certificates shall specifically state the inclusion of the coverages and the provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence". If the coverage is written on a "claims made" basis, Contractor shall confirm that any retroactive date for the coverage precedes the effective date of the Construction Agreement and is in effect for a period of three years from the date of final acceptance of the Work.

a. Workers' Compensation Insurance. The Contractor shall procure and maintain workers' compensation insurance at its own expense during the term of the Construction Agreement, including occupational disease provisions for all employees per statutory requirements. Such policy shall contain a waiver of subrogation in favor of the Owner. The Contractor shall also require each subcontractor to furnish

workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Construction Agreement at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

b. Commercial General Liability Insurance. The Contractor, at its own expense, shall procure and maintain commercial general liability insurance to protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Construction Agreement, whether such operations be by the Contractor or by any subcontractor under it or anyone directly or indirectly employed by the Contractor or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

Project Amount	**$0-10M**	**$10M-30M**	**$30M-50M**	**$50M-$100M**
Insurance Required				
General Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Products-Completed Operations Aggregate	$ 2,000,000	$ 5,000,000	$ 10,000,000	$ 25,000,000
Each Occurrence	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Personal Injury	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
Fire Damage Limit for any one fire	$ 50,000	$ 50,000	$ 50,000	$ 50,000
Medical payments per person	$ 5,000	$ 5,000	$ 5,000	$ 5,000

[Coverage limits shall be a function of the project amount.]

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

1. Per project general aggregate (CG 25 03 or similar)
2. Owner, its subsidiary, parent, associated and/or affiliated entities, successors or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as Additional Insureds with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractors, including completed operations, and must include both ONGOING Operations and COMPLETED Operations per CG2010 10/01 and CG 203710/01 or equivalent as permitted by law.
3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
4. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO Form ISO Form 2038 or equivalent)
5. Additional Insured – Owners, Lessees or Contractors Endorsement (ISO CG 2037 or equivalent)
6. A waiver of subrogation in favor of all Additional Insured parties.
7. Personal/Advertising Injury Liability
8. Contractual Liability coverage to support Contractor's indemnification obligations
9. Explosion, collapse and underground (xcu)

10. Independent contractors
11. Products/Completed Operations
12. Premises and Operations
13. Designated Construction Projects General Aggregate Limit (ISO CG 2503-1997 edition or equivalent).

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

1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 2426 or similar)

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Agreement for two (2) years after completion of the Project.

c. Comprehensive Automobile Liability Insurance. The Contractor shall maintain comprehensive automobile liability insurance, including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), with a combined single limit of $1,000,000/person, $1,000,000/accident, and $1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the Owner.

d. Umbrella Liability Insurance (for projects exceeding $10,000,000). The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Subsections a through c above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	$5,000,000
Aggregate	$5,000,000

e. Builder's Risk Insurance. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in Colorado, Builder's Risk insurance or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications, change orders, and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and subsubcontractors in the Project as named insureds. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars ($10,000.00). Builder's Risk insurance shall be on a special cause of loss form and shall include, without limitation, insurance against the perils of fire (with extended coverage), transit, increased cost of construction, architect's fees and expenses and all below and above ground structures, piping, foundations including underground water and sewer mains including the ground on which the structure rests, excavation, backfilling, filling and grading, and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (including water damage), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such Builder's Risk insurance shall include equipment breakdown coverage (aka boiler and machinery) which shall specifically cover insured equipment during installation and testing (including cold and hot testing) and such insurance must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without

interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site. Contractor shall maintain Builders Risk coverage including partial use by Owner during construction. Contractor will take reasonable steps to obtain consent of the Builders Risk carrier to delete any provisions with regard to restrictions within any Occupancy Clause within the Builders Risk Policy. The Contractor shall waive all rights of subrogation as regards the Owner, its officials, officers, agents and employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried. The Owner shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

f. Professional Liability Insurance. Contractor shall maintain professional liability insurance covering wrongful acts, errors and/or omissions, including design errors, if applicable for damage sustained by reason of or in the course of operations under this Contract resulting from professional services provided by the Contractor as part of this Contract. The policy coverages shall be amended to provide that coverage shall apply for three (3) years after project is complete. The policy is to be on a primary basis if other professional coverage is carried. Minimum coverage shall be in the amount of $1,000,000 per loss and $2,000,000 aggregate.

g. Contractor's Pollution Liability. Owner requires this coverage whenever work at issue under this Contract involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. Policy shall cover the Contractor's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. The policy shall be endorsed to include the following as Additional Insureds: "Owner, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations". The policy shall have the following minimum limits:

Per Loss	$ 1,000,000
Aggregate	$ 1,000,000

33.02 Immunity. The parties understand and agree that the Owner does not waive or intend to waive any provision of the Contract, including the provisions of this Article; the monetary limitations of the Contract; or any of the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner.

33.03 Additional Miscellaneous Insurance Provisions. Certificates of insurance and/or insurance policies required under this Agreement shall be subject to the following stipulations and additional requirements:

a. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by

and at the sole risk of the Contractor;

b. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and State Building Programs for approval if requested, and submit a certificate of insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Agreement, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

c. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Owner;

d. Receipt, review or acceptance by the Owner of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

GC 34.00 SEPARATE CONTRACTS

34.01 Other Contracts. The Owner reserves the right to enter into other contracts in connection with the Work. The Contractor shall afford such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate its Work with theirs.

34.02 Duty to Inspect and Report. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Owner through the Architect any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of the Contractor's Work, except as to defects that may subsequently develop in the other contractor's Work.

34.03 Duty to Measure. To ensure the proper execution of its subsequent Work, the Contractor shall measure Work already in place and shall immediately report to the Owner through the Architect any discrepancy between the executed Work and the Contract Documents.

GC 35.00 SUBCONTRACTORS

35.01 Subcontractors and Suppliers. Within in ten (10) days of the mutual execution of the Contract, the Contractor shall include with on the forms provided, the names of its subcontractors and suppliers of labor and materials. The Contractor shall, before awarding any subcontracts, re-verify to the Owner and Architect in writing on the standard form "Request of Approval of Subcontractors" the names of subcontractors proposed for the Project. Any deviation from the original subcontractor and supplier list shall not be allowed unless justification is submitted in writing to the Owner by the Contractor that the subcontractor or supplier is deemed unfit or unable to perform the specified Work, is unwilling to enter into a subcontract, or is not in compliance with the Contract Documents. The Contractor shall not employ any subcontractors that the Owner or Architect may, within a reasonable time, object to as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors listed in the executed proposal form may not be made without written approval of the Owner.

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

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

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

35.04 No Contractual Relationship. Nothing contained in the Contract Documents shall create any direct contractual relationship between any subcontractor and the Owner.

GC 36.00 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

36.01 Written Agreement. Unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner, the Contractor agrees to bind each of its subcontractors by a written agreement and require in such agreements that every subcontractor be bound by the terms of the Construction Agreement, these General Conditions, any Supplementary Conditions, and the drawings and specifications as far as applicable to the subcontractor's Work.

36.02 Subcontractors' Agreement. Each subcontractor shall agree:

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

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

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

d. To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment as specified in the General Conditions.

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

f. To purchase and maintain for the duration of the Project and completion of the Work and any warranty periods such insurance as required by Contractor in Article GC-47.00.

36.03 Contractor's Agreement. The Contractor agrees:

a. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Construction Agreement, these General Conditions, any Supplementary Conditions, the

drawings and specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

b. To pay the subcontractor not later than twenty-one (21) days immediately following the payment of each certificate issued under the schedule of values described in these General Conditions, the amount allowed to the Contractor on account of the subcontractor's Work to the extent of the subcontractor's interest therein.

c. To pay the subcontractor, upon the payment certificates, if issued otherwise than as in GC 36.03(b) above, so that at all times the Contractor's total payments shall be as large in proportion to the value of the Work done by it as the total amount certified to the Contractor is to the value of the Work done by the subcontractor.

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

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

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

36.05 No Obligation. Nothing in this GC-36.00 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.

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

GC 37.00 CONTRACTORS' MUTUAL RESPONSIBILITY

The entire Project may be covered by more than one contract and in such case there will of necessity be a certain overlapping of obligations and responsibilities. Each contractor shall, therefore, take due notice of the Work called for in contracts other than its own. If the Contractor causes damage to the Work of another contractor, the Contractor agrees, upon notice of said damage, to settle with such other contractor by agreement, if it will so settle. If such other contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner may notify the Contractor who shall, at the Owner's option, defend such proceedings at the Contractor's expense or reimburse the Owner for the expenses incurred in its defense, and if any judgment against the Owner results therefrom, the Contractor shall pay or satisfy the judgment and pay all costs and expenses thereby incurred by the Owner.

GC 38.00 CUTTING, PATCHING, AND EXCAVATING

38.01 Standards. The Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and receive or be received by Work of other contractors or subcontractors shown upon, or reasonably implied by, the drawings and specifications for the completed Project.

38.02 Responsibility. Any cost caused by defective or improperly timed Work shall be borne by the party responsible therefor. The Contractor shall not endanger any Work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the Work of any subcontractor except with the consent of the Architect.

38.03 Cutting and Sizing. The Contractor and each subcontractor shall leave all chases, holes, or openings straight, true, and of proper size in its own Work, or cut the same in existing Work as may be necessary for the proper installation of its own or another contractor's or subcontractor's Work, consulting with the Architect regarding proper location and size of same. In case of a failure to leave or cut said chases, holes, or openings in the proper place, the Contractor or subcontractors shall cut them afterward at their own expense. No excessive cutting shall be permitted, nor shall any piers or other structural members be cut or modified in the field without the written consent of the Architect. After such Work has been installed, the Contractor and subcontractors shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Architect. Each section of this specification shall include all cutting, patching, and excavating for that trade division unless specifically stated to the contrary.

GC 39.00 EMPLOYEES

39.01 Qualifications. The Contractor and its subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not employ any persons on the Project considered by the Architect or the Owner to be unfit or not skilled in the work assigned to them. The Contractor shall also keep its employees and those of its subcontractors from socializing on the Project site before and after working hours and from fraternizing at any time with staff, students, parents, and other persons who are at the school or the Project site.

39.02 Drug- and Tobacco-Free Zone. Boulder Valley School District No. RE-2 properties are drug-free zones and tobacco-free zones. In furtherance of this standard, the Contractor shall establish and maintain a safe and efficient work environment for all its employees, free from the effects of alcohol, controlled substances, and illegal drugs. The use of tobacco products on school grounds is prohibited. The manufacture, distribution, dispensing, possession, or use of alcohol, controlled substances, and illegal drugs is prohibited on or adjacent to the Project site and all of the Owner's other property at all times. Illegal drug use is the use of illegal drugs and the abuse of alcohol and other drugs, including anabolic steroids. Controlled substances are drugs specifically identified and regulated under state and/or federal law and include but are not limited to opiates, narcotics, cocaine, amphetamines and other stimulants, depressants, hallucinogenic substances, and marijuana. The Contractor shall strictly enforce this prohibition among its own employees and its subcontractors and their employees while they are on Owner's property. The Contractor and subcontractors shall require all of their employees to undergo drug and alcohol testing if an employee is involved in an accident on the Project site that may have been caused by human error that could be drug- or alcohol-related, or when a supervisor has reasonable suspicion or notice that an employee shows signs of possible intoxication, use, or being under the influence of drugs, alcohol, or controlled substances. Employees who violate these prohibitions shall be subject to disciplinary action by their employers up to and including termination, and may be denied access to the Project site. Violation of this provision shall also constitute sufficient grounds for termination of the Contract or any subcontract by the Owner and payment by Contractor of any damages or penalties to the Owner.

39.03 Equal Employment. During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other protected status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status. Such action shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, sexual orientation, gender identity or gender expression, national origin, disability, age or other legally protected status.

39.04 Responsibility for Employees. The Contractor shall be responsible to the Owner for the acts and omissions of all its agents and employees. The Contractor shall also be responsible for the acts and omissions of all its subcontractors and their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

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

GC 40.00 CLEANING UP

40.01 Contractor's Responsibilities. The Contractor shall at all times keep the Project site free from accumulations of waste material and rubbish caused by its employees or Work, and shall remove all rubbish as often as it deems necessary or as directed by the Owner or the Architect. Upon completion of the Work, the Contractor shall remove all its rubbish, tools, scaffolding, and surplus materials from and about the Project site, and shall wash all glazing and window frames inside and outside where work was performed removing all stains, paint, etc., from same. Care shall be taken not to scratch the glazing in this clean up.

40.02 Standards. 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, oil, and dirt shall be removed from painted, decorated, or natural finish Work and the Project building(s) shall be ready for occupancy except for being further equipped by the Owner. In case of dispute, the Owner may perform such cleaning up as may be required and charge the cost to the Contractor.

GC 41.00 USE OF PREMISES

The Contractor shall confine its equipment, the storage of materials, and the operations of its workers to locations indicated by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the Project site with its materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of persons or property. During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and its subcontractors, their employees and agents, shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time. The Contractor shall enforce all Owner instructions and other regulations regarding signs, advertisements, fires, and smoking and shall not allow the possession or consumption of alcohol or drugs on the Project site by its or any subcontractor's workers.

GC 42.00 OCCUPANCY

The Contractor, upon the Owner's written request, shall allow the Owner to occupy portions of the Work and to place and install, subject to reasonable restrictions, as much equipment and furnishings during the progress of the Work as is possible without interfering with the progress of the Work. Such occupancy and the placing or installing of equipment and furnishings shall not in any way evidence the final completion of the Work or signify the Owner's acceptance of the Work, or any part of it. Equipment includes such things as kitchen equipment, etc. Furnishings include such things as lockers, benches, desks, etc. Prior to occupancy, when practicable, the

Architect shall make a thorough inspection accompanied by the Contractor's superintendent to note any defects in workmanship or materials that are the responsibility of the Contractor. The provisions of this section shall not be in limitation of the Owner's rights set forth in GC-24 and GC-25.

GC 43.00 TEMPORARY OR TRIAL USAGE

43.01 Not Evidence of Acceptance. Temporary or trial usage by the Owner of any mechanical device, machinery, apparatus, equipment, or any Work or material supplied under the Contract before final completion and written acceptance by the Architect shall not be construed as evidence of the Architect's or Owner's acceptance of same or the commencement of any warranty period.

43.02 Authorization. The Owner has the privilege of such temporary or trial usage, for such reasonable time as the Owner and the Architect deem proper. The Contractor shall make no claim for damage or injury to or breaking of any parts of such Work that may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship. If the Contractor so elects, it may, without cost to the Owner, make such trial usage. However, trials shall only be conducted with the Architect's prior approval and under the Architect's observation.

GC 44.00 TESTING OF BUILDING SYSTEMS

44.01 Testing Plan. The Contractor shall submit a written plan prior to completion and acceptance, consistent with the Contract Documents and applicable codes, for the testing and training of owner's maintenance staff 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 Owner's office of Planning and Engineering, recording each test, and signed by such consultant. All owner training shall be videotaped, a copy of which shall accompany the O&M manuals presented at the job completion

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

GC 45.00 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

GC 46.00 ACCEPTANCE AND FINAL PAYMENT

46.01 Final Inspection. Within a reasonable time after final completion of the Work and before final

acceptance thereof, a final inspection shall be made by the Architect, accompanied by the Owner, to determine whether the Work has been completed in accordance with the Contract Documents. A written report of inspection and detailed punch list, certified as to contents and date of inspection, shall be completed by the Owner and the Architect and delivered or mailed to the Contractor.

46.02 Acceptance. All prior requests for payment shall be subject to correction in the final request for payment. When all Work, including the punch list, has been certified by the Architect as finally and satisfactorily completed, and approved by the Owner's Board of Education, it shall be deemed accepted as of the date of the issuance of the Owner's letter of acceptance.

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

46.04 Unpaid Claims. Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner verified documentation showing full payment for all labor, materials, supplies, and equipment expended upon or incorporated in the Work under the Contract. If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to provide for the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt for payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published notice of final settlement, unless an action has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Construction Agreement, such amended procedure shall be substituted accordingly.

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

46.06 No Waiver. The making and acceptance of final payment shall not constitute a waiver of any claims by the Owner, including, among others, those arising from unpaid claims, from faulty Work that appears before or after final payment, or from any failure to comply with any requirements of the Contract Documents.

GC 47.00 WARRANTIES ON PORTIONS OF THE WORK

The Contractor shall, in case of Work performed or materials or equipment provided for which warranties are required by the Contract Documents, secure the required warranties and deliver copies thereof to the Architect and the Owner at the time that the Work is finally completed. There shall be provided one copy for the Architect and two copies (one electronic and one printed) for the Owner, bound into the operations and maintenance manuals. All such warranties shall commence on the date set forth in the letter of acceptance and shall not in any way reduce the Contractor's responsibilities under the Contract. Notwithstanding the foregoing, the warranty period shall not begin with respect to any item that is not completed on the date set forth in the letter of

acceptance until such item is finally completed. Whenever guarantees or warranties are required by the specifications for a longer period than two years, such longer period shall govern. Contractor shall make use of web -based program for reporting of warranty issues to the Contractor with weekly status reports given to the Architect and Owner.

GC 48.00 CONTRACTOR'S PROJECT GUARANTEE AFTER COMPLETION

48.01 Warrant and Guarantee. The Contractor expressly warrants and guarantees that the Project will be constructed in a first-class, workmanlike manner; that it will be safe, free from structural and workmanship defects and defects in materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended. Contractor shall, as a condition of acceptance, provide a certification letter that no asbestos containing materials were used in the Project.

48.02 Unconditional Agreement to Remedy. Neither the Architect's approval of the final request for payment nor payment of any request for payment or of any sum previously withheld from the Contractor shall relieve the Contractor of responsibility for its warranty and guarantee hereunder or for faulty materials or workmanship or the faulty workmanship of its subcontractors, and, unless otherwise agreed, the Contractor unconditionally agrees to remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of two (2) years from the date set forth in the letter of acceptance of its Work.

48.03 Inspections. The Owner, the Architect, and the Contractor together shall make at least three (3) complete inspections of the Work after the Work has been accepted by the Architect and the Owner. One such inspection shall be made approximately six (6) months after the acceptance of the Work, another such inspection shall be made approximately twelve (12) months after the acceptance of the Work, and a third such inspection shall be made approximately twenty-three (23) months after the acceptance of the Work. The Architect shall make a written report of these inspections, certified as to contents and date of inspection, and forward these reports electronically to the Owner and the Contractor within seven (7) days after completion of each inspection. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner deemed satisfactory to the Owner.

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

GC 49.00 MISCELLANEOUS KEYS, SWITCHES, ETC.

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, accounted for and turned over to the Architect for transmittal to the Owner.

GC 50.00 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold the Owner and the Architect and their directors, agents and employees harmless from and against all liabilities, costs, and expense, including attorneys' fees, arising out of, involving, or in connection with any death, personal injury or property damage, including the Work itself and including the loss of use therefrom, caused in whole or in part by Contractor's acts or omissions or the acts or omissions of Contractor's subcontractors, agents, or employees. This specific

indemnification by the Contractor is in addition to and not in lieu of other remedies which may be available to the Owner. This provision shall survive the termination of the Contract.

GC 51.00 LABOR DISPUTES

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

GC 52.00 LIMITATION OF ACTIONS

Any actions against the Contractor, its subcontractors, suppliers, or others providing materials or services for the Project, brought to recover damages for injury to person, damage to property (including loss or damage to property on the Project itself), or defects in materials caused by the design, manufacture, supplying, planning, supervision, inspection, construction, or observation of construction of the Project shall be brought within six (6) years after such claim for relief arises and the nature and extent are fully discovered. In no case shall such an action be brought more than ten (10) years after the date of final completion and acceptance of the Project; provided, however, that in any case where the cause of action arises during the tenth year, such action shall be brought within six (6) years after such cause of action arises and the nature and extent are fully discovered by the Owner.

GC 53.00 PREFERENCE FOR COLORADO LABOR, MATERIALS, AND RESIDENT BIDDERS

53.01 Colorado Labor. In compliance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Colorado labor shall be employed to perform at least eighty percent (80%) of the Work. Owner, in Owner's sole discretion after consultation with the State of Colorado, shall have the right to waive the eighty percent requirement if, in the Owner's sole discretion, there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with this Section 53.01 would create an undue burden that would substantially prevent a project from proceeding to completion. Owner shall not impose contractual damages on Contractor for a delay in the Work due to the Owner's decision to exercise this right. The term "Colorado labor" means any person who is a resident of the state of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, sexual orientation, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

53.02 Resident Bidders. In compliance with Colorado Revised Statutes § 24-103-908, 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 that is (a) authorized to transact business in Colorado and maintains its principal place of business in Colorado; or (b) authorized to transact business in Colorado, maintains a place of business in Colorado, and has paid Colorado unemployment compensation taxes in at least six (6) of the eight (8) quarters immediately prior to bidding on a construction contract for the Project.

GC 54.00 SALES AND USE TAX

The Contractor shall coordinate with the Owner to ascertain whether a sales or use tax may be collectible on the purchase of building materials, supplies, and equipment used on the Project by the Contractor. Some cities and municipalities will charge a sales or use tax on building materials, supplies, and equipment "picked up" and/or used within that city or municipality by a Contractor. Whenever possible, the Contractor shall have building materials, supplies, and equipment for the 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 on the Project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all its subcontractors shall apply for and obtain a certificate of exemption for the Work from the Colorado Department of Revenue. Copies of such certificates shall be filed with the Owner before any materials are purchased or any Work commenced hereunder. No amounts paid to Contractor pursuant to the Construction Agreement shall include reimbursement for such taxes. The final bill submitted by the Contractor for final payment shall show the net cost of all materials purchased by the Contractor and all subcontractors. At the time of final completion, the Contractor and his subcontractors shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor or subcontractors upon materials used on the project, which affidavits shall further state that all such materials have been "built in" to the project, and where books and records and other substantiating evidence of payment of said tax are located and where they may be examined by appropriate governmental authorities, if such examination is required. The Contractor and all subcontractors shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records, resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor or subcontractor liable for the amounts of such tax refund as determined by the Architect's/Consultant's cost estimates of such materials.

GC 55.00 LIENS

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

GC 56.00 OWNER'S INSPECTION OF CONTRACTOR'S RECORDS

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

GC 57.00 CERTIFICATION BY CONTRACTOR REGARDING PREMISES ACCESS

The Contractor certifies to Owner that Contractor will not knowingly employ on Boulder Valley School District premises persons convicted of any felony or misdemeanor crime of unlawful sexual behavior involving children.

GC 58.00 CONTRACTOR SAFETY RESPONSIBILITIES

Boulder Valley School District is dedicated to providing a safe and injury free environment for the students, faculty, District employees, occupants, vendors, visitors, and the general public associated with their properties. This is of the utmost importance to the Owner and shall be a priority of the Contractor and its Subcontractors in the execution of their obligations to the Contract. The Contractor shall abide by the recommendations contained in the District's Construction Safety Manual. In addition, the Contractor and its subcontractors shall, at no additional cost to the Owner, comply with the following provisions:

58.01 Contractor's Obligation to Provide Safety Compliance. The Contactor will submit a copy of its Safety Program for review by the Owner's Safety Representative. Contractor has the sole responsibility for the adequacy and enforcement of its Safety Program. Contractor's Safety Program shall provide a basis for periodic compliance observation by Owner of Contractor's work areas. The Contractor shall submit to Owner written verification that all subcontractors engaged for services in the executions of the Contract are contractually obligated to comply with all provisions of Contractor's Safety Program. The Owner's Safety Representative is authorized to make written documentation of any safety and health hazards or violations brought to the attention of the Owner and shall request Contractor undertake expeditious corrective measures.

58.02 Contractor Safety Representative. In order to form an integrated team to effectively provide safe services to the Owner, the Contractor shall provide the name and contact information of Contractor's designated Safety Representative. This individual will have the responsibility and authority to ensure the Contractor's implementation, compliance with, and enforcement of, the Contractor's Safety Program and all applicable federal, state and local safety and health standards, rules and regulations. Owner reserves the right to require the Contractor to replace its designated Safety Representative if Owner determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities. Contractor shall conduct bi-monthly Toolbox talks to supplement the OSHA training efforts of their company or organization, and to keep safety front and center in their workers' minds. These are designed to heighten employee awareness of workplace hazards and supplement, not replace, OSHA regulations. These shall be bi-lingual if necessary.

58.03 Contractors Obligation to Report Accidents and Incidents to Owner. Contractor shall notify Owner of all incidents or injuries occurring on Owner's property and/or related to the Project. This notification obligation includes any injury or loss to District students, faculty, administrative personnel, visitors, vendors, Contractor's or subcontractor's workers, the general public and/or premises or property. Contractor and its subcontractors shall notify the Owner immediately of the incident or injury and shall investigate, compile and provide to Owner all relevant information within 24 (twenty-four) hours after occurrence on District-provided forms, if applicable. Contractor shall develop corrective actions for incident and injury prevention and timely report same to the District. Contractor agrees to perform Post Accident/Incident drug and alcohol testing. The expense of testing shall be borne by the Contractor at no additional cost to the Owner. The results of said testing will be provided to the Owner as part of the incident/injury report.

58.04 Owner's Observation of Safety, Health and Environmental Compliance. Owner will have the right to observe the Project and Contractor's work area to monitor compliance with Contractor's own Safety Program. Owner's Safety Representative will make recommendations as to the practices observed and provide a written report with concerns and/or documenting compliance issues observed. At any time a condition of threat to life and limb is observed with respect to any individual, including students, staff, District employees, occupants, vendors, visitors, the general public and/or workers, or to District property, Owner has the authority to immediately issue a Stop Work Order. Any stop work ordered by the Owner for such a safety reason must be effective immediately upon issuance. All associated costs and corrective action shall be the responsibility of Contractor. Work schedules will not be extended to accommodate the period of any such Stop Work Order, including any time required to implement corrective work or abate unsafe conditions. Any request or notice regarding, or visit of, the Project by an OSHA Compliance Officer must be immediately reported to the Owner's Safety Representative. Contractor must advise the Compliance Officer that the Owner is not the general contractor. Contractor must promptly provide the Compliance Officer with

any and all information requested.

58.05 Contractor's Prohibited Articles and Actions on Owner's Property. The Contractor and its Subcontractors shall comply with the following District prohibitions:

1. Firearms, explosives, fireworks, shall not be allowed on Owner's Property: Pursuant to the Gun-Free School Zones Act, (18 U.S.C. §§ 921(a) (25, 26), 922(q) (1), it is unlawful for anyone to knowingly possess firearms in school zones.
2. Harassment Policy: Owner prohibits verbal and/or sexual harassment of students, faculty, personnel and general public on its property. Owner reserves the right to ban offenders of this policy from all District premises.
3. Sex Offenders: Pursuant to Colorado Revised Statute 16-22-110, Public's Right to Know of Registered Sex Offenders, Owner reserves the right to investigate the status of any Contractor and/or subcontractor personnel with respect to Colorado Sex Offender Registry.

Contractor is obligated to notify all workers, vendors and employees associated with their work on the Project of the above policies and prohibitions. Contractor must conduct a Site Specific Orientation for such persons, as more fully set forth in the District's Construction Safety Manual. Any worker, vendor or employee that is engaged in an illegal act, refuses to submit to a search of property or person; or refuses, delays, is uncooperative with, or alters a urine and/or blood analysis shall be immediately removed from District property and the Project and shall prohibited from re-entering District premises.

58.06 Project Site Conditions.

1. Housekeeping: Contractor shall maintain a level of organization and cleanliness of the Project site that is conducive to the safety, health and well-being of all persons.
2. Security: Contractor shall secure materials, equipment, tools and access to the Project site.
3. Indoor Air Quality: Contractor agrees to make every reasonable effort to control, reduce, or abate nuisance odors, dust or fumes from products, equipment or site work to ensure that minimum air quality standards are achieved and maintained.
4. Storm Water and Waste Water: Contractor agrees to comply with all applicable Federal, State and local codes, laws and regulations concerning permits, controls and best practices for SWPPP controls and compliance. Contractor shall apply and pay for and adhere to Colorado Discharge Permit System.

58.07 Site Specific Orientation and Safety Plans in Place. Contractor agrees to provide to all Contractors and subcontractors Project workers a mandatory site specific orientation ("Site Specific Orientation") that covers the following information and practices:

1. Information as to the requirements of the District's Construction Safety Manual
2. Information as to the requirements of the Contractor's Safety Program and policies
3. Information as to the requirements of the Owner's Contract and all Prohibited Articles and Actions
4. Specific guidelines to follow in the event of an emergency
5. Communication of expectations concerning safety, safe practices and site specific logistics
6. Security mechanism(s) to ensure that only authorized personnel who have participated in a site specific safety orientation are permitted to access the Project site

Contractor shall issue an Owner-approved Hard Hat self-adhesive label with identifying number that evidences a person's participation in the Site Specific Orientation. Only those persons with the approved Hard Hat label shall be authorized to access the Project premises. Contractor shall maintain a current and accurate record of each person's issued number by name, date of issuance, record of attendance at the Project site and, as applicable, date of deactivation. Owner shall provide the labels at no cost to the Contractor for the term of the contract.

58.08 Record Keeping. Contractor agrees to produce, maintain, and store on the Project site, all safety-related reports and records. Such documentation shall be produced by Contractor to Owner upon request.

All such records shall be made accessible to governmental authorities upon request.

GC 59.00 CONTRACTOR ASBESTOS MANAGEMENT AND LEAD PAINT RESPONSIBILITIES

Contractor shall adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project. To that end, Contractor shall review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. BVSD Environmental Services will facilitate any necessary abatement in order to help make all projects successful. Contractor shall adhere to all federal and state regulations regarding the treatment and management of lead based paint before, during, and after any construction, renovation, or maintenance project. To that end, Contractor shall review the lead based paint (LBP) records before work begins, and complete additional testing for LBP as necessary. Any activity that potentially disturbs LBP must be brought to the attention of the BVSD Environmental Services Department prior to the start of work. All records of supplemental inspection and testing and any change in the scope of work will be provided to Owner.

GC 60.00 ARCHITECT'S STATUS AND INSPECTIONS

60.01 Authority. The Architect shall be the Owner's representative during construction and until the expiration of the warranty period. The Architect 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 Architect, with written approval of the Owner, shall have authority to stop the Work whenever such stoppage may be reasonably necessary in its opinion to ensure the proper execution of the Contract.

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

60.03 Inspections. The Contractor shall provide timely notice to the Architect when inspections are desirable or required by the terms of the Contract Documents or the Architect's Agreement with the Owner. 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 load-bearing surfaces or excavations before footings are poured.
c. Inspection of reinforcing steel after installation and before concrete is poured.
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 or enclosed.
h. Inspecting of electrical work following its installation and prior to its being covered or enclosed.
i. Inspection of exposed surfaces for compliance with the Contract Documents.

GC 61.00 ORAL STATEMENTS

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

GC 62.00 PROJECT SIGN

Owner shall provide Project signs which Contractor shall install at Owner's direction at the Project site. Except as approved by Owner, no advertising or signage shall be permitted on the Project site.

GC 63.00 HISTORICAL DATA

In addition to the warranties, guarantees, operating instructions, etc., elsewhere specified in the Contract Documents, at the conclusion of the Work and before final payment is made, the Contractor shall furnish a listing of the principal's names, addresses, and telephone numbers of all subcontractors and suppliers that furnished labor and/or materials on the Project, with identification of the services and materials rendered by each. There shall be provided one (1) copy for the Architect and three (3) copies and one (1) electronic copy for the Owner. All copies shall be delivered to the Architect for review and distribution.

GC 64.00 ASSIGNMENT

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

GC 65.00 TIME OF THE ESSENCE

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

GC 66.00 DISPUTES

The Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute concerning the Contract or the Project shall be exclusively in the federal court located in Colorado or the state court located in Boulder County, Colorado.

GC 67.00 SURVIVAL

The provisions of the Contract relating to indemnification from Contractor to Owner shall survive any termination or expiration of the Contract. Additionally, any provisions of the Contract which require performance subsequent to the termination or expiration of the Contract shall also survive such termination or expiration.

Exhibit N

Schedule of Values to be provided after amendment & change order for the GMP is executed.

Exhibit O

Boulder Valley School District Asbestos Management Plan
Contractor Responsibility form

Boulder Valley School District

Asbestos Management Plan Contractor Responsibility

It is the expectation of the Boulder Valley School District that contractors adhere to all AHERA, EPA, and Colorado Department of Public Health and Environment regulations regarding asbestos treatment and management before and during any construction, renovation or maintenance project.

To that end, contractors are expected to review the asbestos management plan before the work begins. Any activity that could potentially disturb asbestos containing building materials must be brought to the attention of BVSD Environmental Services Department prior to the start of work, and if the scope of work changes during the course of the project. Environmental Services will identify all areas of concern and facilitate any necessary abatement in order to help make all projects successful.

Therefore, contractors and their subcontractors must provide this signature sheet prior to the start of work to ensure they are aware of BVSD expectations and understand their responsibility.

I have read and understand the BVSD Asbestos Management Plan for the buildings in which I will be working. I agree not to disturb or damage any asbestos containing building materials (ACBM), which have been identified in the Asbestos Management Plan. In the event the scope of work changes during the course of the project, or our work causes us to encounter building materials that may be ACBM, we agree to notify BVSD Environmental Services immediately. If any identified ACBM is disturbed or damaged as a result of the work, the contractor and/or their subcontractor may be held financially responsible for all related remediation.

Company Name: Swinerton Builders

Authorized Representative: Jade Mercer

Print



Signature

Date: 05-27-25

Drafted and Required by:

BOULDER VALLEY SCHOOL DISTRICT ENVIRONMENTAL SERVICES DEPARTMENT

Exhibit P

List of all salaried staff to be charged to the Cost of the Work as established in the agreement

Platt Middle School Upgrades - Exhibit P: List of Salaried Staff to be charged to COW

Salaried Staff to be charged to Cost of Work

Name	Role
Jade Mercer	Project Executive
Mandy Larson	Project Manager
Dalton Jacobsen	Superintendent
TBD	General Foreman
TBD	General Foreman
TBD	Project Engineer