

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or if delivered at or sent by registered or certified mail, postage prepaid, to the address identified in Part 17 hereof. Notice may also be given by facsimile, providing the notice is also immediately sent by first class mail, except in those cases which require an original to confirm the validity of a signature or other element of the document.

16.2 COMPUTATION OF TIME

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

16.3 CORRECTION PERIOD

Nothing in the General Conditions concerning the correction period shall establish a period of limitation with respect to any other obligation which Contractor has under the Contract Documents. The establishment of time period relates only to the specific obligations under the Contract Documents which may be sought to be enforced, not to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work.

16.4 GENERAL

- A. Should Owner or Contractor suffer injury or damage to its persons or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is responsible, the injured party shall notify the other party within a reasonable time of the first observance of such injury or damage.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto; and, in particular, but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraphs 5.4, 13.1, 13.6, 13.9, 14.3, and 15.2A. and all of the rights and remedies available to Owner and Engineer under the Contract Documents, shall be in addition to, and shall not be construed in any way as a

limitation of, any rights and remedies available to any of or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.

- C. Should Owner determine that Contractor is performing in such a fashion that Contractor will not complete the Project timely, Owner shall give Contractor notice of Owner's determination and Contractor shall have fifteen (15) days from the issuance of Owner's notice within which to correct its performance and to furnish evidence satisfactory to Owner that the Project will be completed timely. In the event that Contractor does not within said fifteen (15) days correct its performance and furnish evidence satisfactory to Owner that the Project will be completed timely, Owner shall have the right to remove the Contractor and retain a replacement contractor to complete the Project. Owner may thereupon withhold all payments to Contractor until the replacement contractor has completed the Project, and then determine what amounts, if any, are due Contractor.
- D. The Parties intend that the indemnification and insurance provisions of the Contract Documents shall be applied consistent with and limited by the provisions of Section 13-21-111.5(6), C.R.S.

PART 17. ADDRESSES

17.1 OWNER

Owner is the District named in the Agreement acting through its duly authorized agents. All notices, letters and communications directed to Owner shall be addressed and delivered to Owner at the address indicated in the Agreement, with one (1) copy to Engineer.

17.2 ENGINEER

All duties and responsibilities assigned to Engineer in the Contract Documents, with the corresponding rights and authority will be assumed by the Engineer named in the Agreement and its duly authorized agents. All notices, letters and communication directed to Engineer shall be addressed

and delivered to Engineer at the address indicated in the Contract Documents.

17.3 CONTRACTOR

The business addresses of Contractor given in the Bid Form and Contractor's office at the site of the Work are hereby designated as the places to which all notices, letters, and other communication to Contractor will be delivered.

17.4 CHANGE OF ADDRESS

Either Owner, Contractor, or Engineer may change its address at any time by an instrument in writing delivered to the other two.

PART 18. LIQUIDATED DAMAGES

- A. Time is an essential condition of the Contract. In case the Contractor shall fail to fully perform and complete the Work in conformity to the provisions and conditions of the Contract Documents within the specified time limits set forth in the Contract Documents for such performance and completion, or within such further time as, in accordance with the provisions of the Contract Documents, shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the Owner for each and every day of the additional time in excess of the specified time limits, and any granted extension thereof, the sum set forth in Part 5 of the Agreement as liquidated damages and not as a penalty. The parties agree that Owner will suffer loss and damage; however, due to the uncertainty and difficulty of measuring actual damages for every day the Work remains uncompleted and unfinished, the parties agree that said sum is a reasonable forecast of compensatory damages. The Owner shall recover said damages by deducting the amount thereof out of any moneys which may be due or become due the Contractor, or by an action at law against the Contractor or its Surety, or by either or both of these methods. Should the entire completion and final acceptance of the Work herein embraced, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that aside from any other penalty or damage, all costs of the engineering, observation and inspection on behalf of the Owner which are incurred after the specified time limits have elapsed may be charged to the Contractor and be deducted from any estimate or payment otherwise due and payable to It.

- B. In case of joint responsibility for delay in the final completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor for the delay shall be determined by, and in the judgment of, Engineer.

PART 19. EXISTING UNDERGROUND INSTALLATIONS

- A. Existing underground installations such as water lines, gas lines, sewers, telephone lines, power lines, or similar concealed structures in the vicinity of the Work are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing the Drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed. Generally, service connections are not indicated on the Drawings.
- B. Contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof and prospecting. Contractor shall use its own information and shall not rely upon any information indicated on the Drawings concerning existing underground installations.
- C. The General Conditions provisions regarding Unforeseen Physical Conditions do not apply to the existing underground installations indicated in the preceding paragraphs. Any delay, additional Work, or extra cost to Contractor caused by underground existing installations shall not constitute a claim for extra Work, additional payment, or damages.

PART 20. STREAMLINED SPECIFICATIONS

Portions of the Contract Documents are written in the streamlined or declarative style, utilizing incomplete sentences. Omissions of such words and phrases "The Contractor shall," "in conformity therewith," "shall be," "as shown on the Drawings," "a," "an," "the," and "all" are intentional in streamlined sections. Omitted words shall be supplied by inference in the same manner as when a note appears on the Drawings. The omission of such words shall not relieve the Contractor from providing all items and work described herein or indicated on the Drawings.

PART 21. HANDLING OF DISPUTES

21.1 DISPUTES

- A. Any claim, dispute, or other matter in question between the Contractor and the Owner and relating to the acceptability of the Work or the interpretation of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to Engineer, as specified in Section 9.6. Any such claim for which Engineer has rendered a decision, or any other claim between the Owner and Contractor, may be submitted to alternative dispute resolution, including arbitration or mediation, or any other dispute resolution process, excluding litigation, upon the mutual consent of the parties. The parties shall determine whether any such arbitration shall be binding or non-binding. Neither party shall be compelled to participate in any alternative dispute resolution process, and nothing in this paragraph shall preclude either party from pursuing any legal remedy available to it, subject to the conditions of Paragraph 9.6B.
- B. If the parties agree to submit a claim, dispute, or other matter to arbitration, the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining shall be used, unless the parties mutually agree otherwise. An award rendered by an arbitrator or arbitrators in a binding arbitration shall be final and binding on all parties to the extent and in the manner provided by the Colorado Rules of Civil Procedure. All awards may be filed with the clerk of one or more courts, State or Federal, having jurisdiction over the party or parties against whom such award is rendered or its property, as a basis of judgment, and of the issuance of execution for its collection.
- C. The Contractor shall continue to perform the Work and adhere to the Contractor's construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and Owner may otherwise agree in writing.

21.2 DISPUTES WITH THIRD PARTIES

- A. All disputes which involve parties in addition to the Owner, Engineer and Contractor shall not be the subject of arbitration, except by the mutual consent of all the parties involved in the dispute.
- B. Engineer shall not be deemed or considered a third party beneficiary of the Agreement or Contract Documents, nor a party thereto.

PART 22. DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE
AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE (IF ANY)

22.1 DESCRIPTION

Resident Project Representative is Engineer's Agent and shall act as directed by and under the supervision of Engineer. He shall confer with Engineer regarding his actions. His dealings in matters pertaining to the on-site Work will, in general, be only with Engineer and Contractor. His dealings with Subcontractors will only be through or with the full knowledge of Contractor or his superintendent. He shall generally communicate with Owner only through, or as directed by, Engineer.

22.2 DUTIES AND RESPONSIBILITIES

- A. Conferences: Attend pre-construction conferences and regular project review meetings.
- B. Liaison.
 - 1. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist it in understanding the intent of the Contract Documents.
 - 2. As requested by Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the Work.
 - 3. In the interest of preserving the proper channels of communication, advise Engineer of any direct communication between Owner and Contractor.
- C. Shop Drawings and Samples.
 - 1. Receive and record date of receipt of Shop Drawings and samples which have been reviewed by Engineer.
 - 2. Receive samples which are furnished at the site by Contractor for Engineer's review, and notify Engineer of their availability for examination.
 - 3. Advise Engineer and Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been accepted by Engineer.

D. Review of Work.

1. Conduct on-site observations of the Work in progress to assist Engineer in determining that the Project is proceeding in accordance with the Contract Documents, and the completed Work will conform to the Contract Documents.
2. Report to Engineer whenever He believes that any Work is unsatisfactory, faulty, or Defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made, and advise Engineer when He believes Work should be corrected or rejected, or should be uncovered for observation, or requires special testing or inspection.
3. Verify that tests, equipment, and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains records thereof; observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
4. Accompany Owner and visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.
5. Interpretation of Contract Documents: Transmit to Contractor clarification and interpretation of the Contract Documents as issued by Engineer.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.
7. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents, including all addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, Engineer's clarifications and interpretations of the

Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of principal visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.
 - c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of equipment and materials.
 - d. Advise Engineer whenever Contractor is not currently maintaining an up-to-date copy of Record Drawings at the site.
8. Reports: Furnish Engineer daily and weekly reports as required to represent the status of the Work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions, and other schedules.
9. Guarantees, Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that guarantees, certificates, maintenance, and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver these data to Engineer for his review and forwarding to Owner prior to final acceptance of the Project.
10. Completion:
- a. Conduct final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be corrected.
 - b. Verify that all items on final list have been corrected and make recommendations to Engineer concerning acceptance.

22.3 LIMITATIONS OF AUTHORITY

- A. Resident Project Representative shall be limited in authority except upon written instructions of Engineer.
- B. The Resident Project Representative shall not:
 - 1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
 - 2. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
 - 3. Advise on or issue directions as to safety precautions and programs in connection with the Work.

PART 23. DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE OWNER'S REPRESENTATIVE

23.1 DESCRIPTION

This Part 23 shall be applicable to the extent the Owner appoints an Owner's Representative separate from the Engineer. The Owner's Representative is the Owner's agent and shall act as directed by and under the supervision of Owner. It shall confer with Owner regarding its actions. Its dealings in matters pertaining to the on-site work will in general be only with Engineer and Contractor. Its dealings with Subcontractors will only be through Contractor or its superintendent.

23.2 DUTIES AND RESPONSIBILITIES

Owner's Representative shall coordinate all construction activities and Owner Purchase Agreements. It shall:

- A. **Conferences:** Attend pre-construction conferences and regular project meetings. Arrange a schedule of progress meetings and other job conferences as required, and notify in advance those expected to attend. Conduct meetings and maintain and circulate copies of minutes thereof.
- B. **Liaison:** Serve as Owner's liaison with Contractor and Engineer, working to help expedite the project to assure the scheduling requirements are met.
- C. **Modifications:** Consider Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.

D. Reports:

1. Furnish Owner with periodic reports of progress of work and of Contractor's compliance with the approved progress schedule, schedule of Shop Drawing submissions, and other schedules.
2. Consult with Owner in advance of scheduled major tests, inspections, or start of important phases of work.

E. Payment Requisitions: In cooperation with Engineer, review Application for Payment with the Contractor for compliance with the established procedure for its submission and forward it with recommendation to the Owner for payment.

23.3 LIMITATIONS OF AUTHORITY

Owner's Representative shall be limited in authority, except upon written instructions of Owner as follows:

1. Except as provided in paragraph 11.1B. and paragraph 12.2A., shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment, modifications or Change Orders.
2. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's superintendent.
3. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work

EXHIBIT A TO GENERAL CONDITIONS

[LETTERHEAD]

[OWNER'S ADDRESS]

RE: Bond and Insurance Requirements Under Part 5 of General
Conditions/ _____ Project

Dear _____:

We have been retained by _____ (“Contractor”) to advise and assist it in
procuring the bonds and insurance coverage required under Part 5 of the General
Conditions entered into by you and the Contractor with respect to the
_____ project. Notwithstanding anything in any Certificate of
Insurance to the contrary, it is our opinion, as of the date of this letter, that the
Contractor is in full compliance with its obligations under part 5 of the General
Conditions [except that the Contractor has not complied with the specific
requirements identified below]:

[Identify with specificity any provisions of part 5 which are not complied with]

Sincerely yours,

