

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions are acknowledged by both the State and the Contractor as being a part of the State Contract to which it is attached as though fully set forth therein.

Article 1. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss and account thereof.

Article 2. PERMITS, LICENSES AND REGULATIONS:

Permits and licenses required for prosecution of the work shall be procured and paid for by the Contractor.

Article 3. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain, at its expense, adequate protection of the work and the State's property, and shall take all practicable precautions in the interest of safety.

Article 4. INSPECTION OF THE WORK:

The State or authorized representative of the State shall at all times have access to the site of the work for purpose of inspection. The Contractor shall provide safe, convenient and proper facilities for such access and inspection.

Article 5. SUPERINTENDENCE OF THE WORK:

The Contractor shall keep a competent and reliable superintendent on the job at all times that labor is being performed. Any authoritative directions given to the superintendent shall be as binding as if given to the Contractor.

Article 6. CHANGES IN THE WORK:

The State, without invalidating the State Contract, may order extra work, or make any other reasonably related changes by altering, adding to or deducting from the work; the contract price and time for completion of the work being adjusted accordingly by mutual agreement. § 24-105-301 thru § 24-106-101, CRS, as amended are incorporated and made a part herein by reference as if fully set forth herein.

Article 7. DEDUCTION FOR UNCORRECTED WORK:

If the State deems inexpedient the correction of damaged work or of work not performed in accordance with the State Contract, equitable reduction of the contract price shall be made therefore.

Article 8. USE OF THE PREMISES:

The Contractor shall confine its apparatus, storage of materials and operations of its workmen to such places and within such limits as to cause least inconvenience to the users of the site.

Article 9. CLEANING UP:

The Contractor shall at all times observe good housekeeping practices and on completion of the work remove all tools, scaffolding and surplus materials from the premises and leave the area of its operations "broomclean".

Article 10. GENERAL:

(1) The signatories hereto aver that they are familiar with § 18-8-301, et seq. (Bribery and Corrupt influences) and § 18-8-401, et seq. (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions are present.

(2) The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

Article 11. LABOR, MATERIALS AND WAGES:

§ 8-17-101, C.R.S., as amended, is applicable to the State Contract and reads, "Colorado labor shall be employed to perform at least eighty percent of the work." 'Colorado labor,' as used in this article, 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, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

Article 12. SALES TAX EXEMPTION ON CONSTRUCTION OR BUILDING MATERIALS:

TAXES: REFUND OF SALES AND USE TAXES. The Contractor shall pay all local sales tax required to be paid, shall maintain such records in respect to its work, which shall be separate and distinct from all other records maintained by the Contractor. The Contractor shall furnish such data as may be necessary to enable the State to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes.

The Contractor shall require each of its subcontractors to pay all local sales taxes required to be paid and to maintain such records and furnish the Contractor with such data as may be necessary to obtain refunds of the taxes paid by such subcontractors. No State Sales and Use Taxes are to be paid on material to be used in this project. On application by the State or Contractor, the Department of Revenue shall issue to a contractor or subcontractor, a certificate or certificates of exemption per § 39-26-701, et seq., CRS, as amended.

FEDERAL TAXES. The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from its proposal. The State will furnish the Contractor, on its request, the necessary exemption certificates to aid the Contractor in the recovery of any such federal taxes paid by the Contractor for materials and equipment built into the structures of this project, or to support the Contractor's failure to pay such taxes, as the case may be.

Article 13. PERIODIC PARTIAL PAYMENTS:

The Contractor may requisition and receive monthly progress payments in the amount of ninety-five percent of the value of the work completed to date less the total of such previous payments, if the Contractor is satisfactorily performing the State Contract.

Article 14. STATE'S RIGHT TO TAKE OVER THE WORK:

If the Contractor should fail to prosecute the work properly and diligently, or default in performance of any provision of the State Contract and its Contract Documents, the State after five days written notice to the Contractor and its surety (if there be such) may, without prejudice to any other remedy the State may have, dismiss the Contractor and complete the work and may deduct the cost of so doing from any unpaid balance of the contract price due or to become due the Contractor. If such cost of completion of the work be in excess of the unpaid balance of the contract price, the Contractor shall reimburse the State such excess or the State shall have cause of action at law for the amount of, such excess and all costs of prosecution of such action. This provision is subject to the terms of the State Contract pertaining to notice and cure period – Section 14.

Article 15. STATE'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE OF THE WORK:

For good and sufficient cause, such as (a) unsuitable weather, (b) faulty workmanship, (c) improper superintendence, (d) Contractor's failure to carry out any reasonable order or to perform any provision of the State Contract and its Contract Documents, or (e) any other circumstance unfavorable for prosecution of the work, the State shall have the right to suspend the Contractor's performance of the work. Notice of such suspension shall be in writing. The Contractor shall resume performance of the work promptly when so notified in writing.

Article 16. LIENS:

No mechanic's lien lies against a publicly owned building in the State of Colorado.

Article 17. ACCEPTANCE AND FINAL PAYMENT:

Within ten days after the Contractor's declaration of completion of the work, the State will make a final inspection thereof to determine whether the work has been completed in accordance with the State Contract and its Contract Documents. If any punch-list results of such final inspection, the Contractor shall promptly rectify all items appearing thereon.

When the State indicates acceptance of the work through a notice of acceptance, the Contractor may requisition final payment, including retainage, on account of the contract price.

Article 18. GUARANTY AND WARRANTIES:

The Contractor shall furnish the State with a written guaranty for one year covering all labor, materials and workmanship incorporated in the work. The Contractor, in instances of work performed or material or equipment furnished for which warranties are required by the specifications, shall procure such warranties and deliver them to the State on completion of the work. Such warranties shall not relieve the Contractor of its responsibilities under the State Contract and its Contract Documents. Whenever warranties or guaranties are required by the specifications for a period longer than one year, such longer period shall govern.

Article 19. POST-COMPLETION INSPECTIONS:

Final payment made to the Contractor on account of the work shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and, unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from which shall appear within one year from the date of final acceptance of the work, which date will be that of the State's notice of acceptance of the work.

Six and eleven months after acceptance of the work, the Contractor and the State shall jointly make guaranty inspections of the work.