

ATTACHMENT A SUPPLEMENTARY CONDITIONS FOR CONSTRUCTION PROJECTS

1. The Hierarchy of the Contract Documents shall be as follows:
 - a. Standard Form of Agreement Between Owner and Contractor
 - b. Highest quality and/or greater quantity as noted on the Contract Documents
 - c. The largest scale drawing or the drawing with the most detail will override a smaller scale drawing less detailed drawing.

2. Record Keeping and Audits
 - a. For any work performed by Contractor on a cost reimbursement basis, Owner shall have the right to audit, inspect and copy all of Contractor's books and records as it relates to the Project. Contractor will make available to Owner on 48 hours notice, either on site or at Contractor's local office, full and detailed records, accounts and books including but not limited to: accounting methods, work papers, computer files, supplier invoices, supplier rebates or refunds, purchase orders, subcontractor billings, sub contracts, consultant billings, payroll records, timekeeping records, travel vouchers, cost estimates, correspondence, inter-office correspondence, internal memos, conversation memorandums, policies and procedures, subcontract files, change order files, backcharge logs and supporting documentation, scheduling files, sources of cost estimate data and other records that relate to costs estimated or incurred or charged directly or indirectly to the Project. All financial information shall be maintained in accordance with generally accepted accounting principles.
 - b. It is the intent of Owner to audit wages, salaries, associated employee benefits, equipment rates, and reimbursable expenses for both general condition costs and self-performed work, including all components of both direct and indirect costs.
 - c. Contractor will retain all records listed above for five (5) years after the date of final payment for this Project and will make such records available to Owner during such period.
 - d. Contractor will include in his subcontracts the necessary clauses to establish the right of Contractor and Owner to audit Subcontractors' records who perform work on a time and material or cost plus a fee basis, pertaining to the Project and the responsibility of the Subcontractor to retain all such records

for five (5) years after the date of final payment to the Subcontractor and make such records available to Owner during such period.

- e. Any cost billed to Owner by Contractor which is not allowed by the Contract Documents will be deducted from payments due Contractor.
 - f. The initial cost of the audit will be paid for by the Owner. If extensive additional audit review is necessary, the entire cost of the audit shall be borne by the Contractor.
3. The following items and behaviors are strictly forbidden (there will be no exceptions):
- a. Alcohol and illegal drugs. All school/campus worksites are to be alcohol and drug free areas.
 - b. Fighting
 - c. Firearms or weapons
 - d. Loud or obnoxious noises (swearing, yelling, whistling, etc.) or behavior that appears harassing or obscene (staring, gesturing, etc.). Everyone will behave in a professional manner on campus.
 - e. Pets
 - f. Audio equipment (radios, TV's, CD's, walkman, etc.) not including walky-talky type radios used for field communication.
 - g. Offensive clothing. Clothing must not display obscene pictures, graphics, messages, or double meaning statements.
 - h. Talking to University of Denver students, staff, faculty or guests (even if initiated by them).
 - i. Use of school facilities (i.e. bathrooms, concessions, tables, chairs, telephones, etc.). Use your own or company-provided equipment, facilities, port-o-lets, etc.
 - j. Parking in areas other than Contractor's designated parking areas (areas are subject to change). Off limit parking areas include neighborhood streets within an eight-block radius of the campus, university visitor and non-gated lots. Be advised that vehicles improperly parked will be subject to towing at the Owner's expense.
 - k. Truck haul routes are restricted to those as identified.

- l. Taking breaks of any duration outside the confines of the construction site.
 - m. The Project Superintendent(s), Contractor's Project Manager(s) and the University of Denver's Project Manager will strictly enforce these rules of conduct. Infractions will result in permanent expulsion from the site and Project.
 - n. The Contractor will obtain written confirmation from all Subcontractors, suppliers and vendors that they will adhere to the above behavioral standards and that any infraction will result in permanent expulsion from the site and Project.
 - o. The Contractor's Superintendent(s), Project Manager(s) and the University of Denver's Project Manager will strictly enforce these rules of conduct and can expel any person from the site for any infraction of the above behavioral standards.
4. A job sign will be allowed on the Project site and on the Contractor's trailers.
 5. Safety and Security signs will be required on perimeter fences, including emergency contact information. Security lights are required on all job trailers.
 6. Contractor's safety program shall be available to the University upon request. Contractor is solely responsible for responding to all safety inspections related to the work, including but not limited to OSHA, CDPHE, and the University with or without advance notice. Contractor shall keep on site all Material Safety Data Sheets (MSDS) for all materials that they anticipate will be used on site as well as other pertinent information relating to employee protection. Contractor MSDS shall be available to University upon request.
 7. All requests for information shall include a reasonable cost estimate for all potential changes to the work involved.
 8. One or more of the original contract documents executed by the parties may contain stricken language or other typed changes to standard form documents. Each such change may not be initialed by the parties. In the event of any dispute about what document reflects the agreement of the parties, the original signed contract documents in the possession of Owner shall govern.

END OF SUPPLEMENTARY CONDITIONS