

SENATE FLOOR AMENDMENT

Second Reading

BY SENATOR Sullivan

1 Amend the Zenzinger floor amendment (SB106_L.099), page 2, after line
2 28 insert:

3 "SECTION 2. In Colorado Revised Statutes, 13-20-803.5, **amend**
4 (3) as follows:

5 **13-20-803.5. Notice of claim process.** (3) Within thirty days
6 following the completion of the inspection process conducted pursuant to
7 subsection (2) of this section, or within forty-five days following the
8 completion of the inspection process in the case of a commercial
9 property, a construction professional may send or deliver to the claimant,
10 by certified mail, return receipt requested, or personal service, an offer to
11 settle the claim by payment of a sum certain or by agreeing to remedy the
12 claimed defect described in the notice of claim. A written offer to remedy
13 the construction defect ~~shall~~ MUST include:

14 (a) A DETAILED report of the scope of the inspection;
15 (b) The findings and results of the inspection;
16 (c) A description of the additional construction work necessary to
17 remedy the defect described in the notice of claim and all damage to the
18 improvement to real property caused by the defect; ~~and~~
19 (d) A timetable for the completion of the remedial construction
20 work;

21 (e) DOCUMENTATION THAT THE CONTRACTOR AND ANY
22 SUBCONTRACTOR HAVE COMPLIED WITH ANY LICENSING OR REGISTRATION
23 REQUIREMENTS AND ARE IN GOOD STANDING WITH THE JURISDICTION
24 IMPOSING THESE REQUIREMENTS;

25 (f) DOCUMENTATION THAT THE CONTRACTOR AND ANY
26 SUBCONTRACTORS HAVE A COMMERCIAL GENERAL LIABILITY INSURANCE
27 POLICY WITH LIMITS ADEQUATE TO COVER THE REASONABLY ANTICIPATED
28 POTENTIAL LIABILITY THAT MAY ARISE FROM THE REPAIR;

29 (g) DOCUMENTATION THAT THE CONTRACTOR AND ANY
30 SUBCONTRACTORS WILL PAY ANY NECESSARY FEES TO COMPLETE THE
31 REPAIR;

32 (h) A DETAILED DESCRIPTION OF THE PLANS SUFFICIENT TO
33 ACTUALLY REPAIR THE DEFECTS AND ANY RESULTING DAMAGE AND THE
34 IDENTITY OF THE LICENSED ENGINEER OR ARCHITECT WHO WILL BE THE
35 DESIGN PROFESSIONAL FOR THE REPAIR WORK;

36 (i) A DETAILED ESTIMATE OF THE TOTAL COST OF THE REPAIR;

37 (j) A GUARANTEE THAT SUBCONTRACTORS AND SUPPLIERS WILL BE
38 TIMELY PAID AND THAT THE CONSTRUCTION PROFESSIONAL WILL DEFEND,
39 INDEMNIFY, AND HOLD HARMLESS THE PROPERTY OWNER FROM AND
40 AGAINST A THIRD-PARTY CLAIM FOR PAYMENT OF LABOR OR MATERIALS;

1 AND
2 (k) EVIDENCE OF HAVING POSTED A PERFORMANCE BOND THAT IS
3 SUFFICIENT TO COVER ONE HUNDRED TWENTY-FIVE PERCENT OF THE COST
4 OF THE REPAIR AND ANY EXPENSES THAT MAY ARISE DURING THE REPAIR."

5 Renumber succeeding sections accordingly.

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