

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

Article 1 – Definitions and Terminology

SC-1.01 *Defined Terms*

Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Final Completion – Owner’s acceptance of the Work upon confirmation from Engineer and Contractor that the Work is totally complete in accordance with Contract Documents. Final Completion specifically includes Contractor providing to Owner an as-built survey of the Project area in AutoCAD format with complete planimetric and detailed topography.

Add the following language at the end of Paragraph 1.01.A.34, *Schedule of Submittals*:

...and is to be coordinated with the schedule provisions included in the General Requirements, if applicable.

Add the following language at the end of Paragraph 1.01.A.35, *Schedule of Values*:

...and is to be coordinated with the schedule provisions included in the General Requirements, if applicable.

**Add the following language at the end of Paragraph 1.01.A.40,
Substantial Completion:**

... Substantial completion for this Project shall specifically include actual completion of all major grading activities and stream restoration, including site revegetation.

SC-1.02 *Terminology*

Add the following language at the end of Paragraph 1.02.C:

...unless otherwise noted.

Article 2 – Preliminary Matters

SC-2.04 *Preconstruction Conference; Designation of Authorized
Representatives*

Amend the first sentence of Paragraph 2.04.A to read as follows:

Unless otherwise specified in the General Requirements, before any Work...

SC-2.05 *Initial Acceptance of Schedules*

Amend the first sentence of Paragraph 2.05.A to read as follows:

Unless otherwise specified in the General Requirements, at least 10 days before...

Article 3 – Documents: Intent, Requirements, Reuse

SC-3.03 *Reporting and Resolving Discrepancies*

Add the following new paragraph after Paragraph 3.03.B.1:

2. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - a. Agreement,
 - b. Addenda, with those of later date having preference over those of earlier date,
 - c. Supplementary Conditions,

- d. Standard General Conditions of the Construction Contract,
- e. Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with Engineer's interpretation.

Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions

SC-5.03 *Subsurface and Physical Conditions*

Add the following new paragraphs after Paragraph 5.03.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. No Rise Certification for Stone Creek Drop Structure Along Hole 14 in EagleVail, Colorado (June, 2019);
 - 2. Pre-Construction Notification Regional General Permit #12 Aquatic Habitat Improvement for Stream Channels.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
 - 1. Stone Creek, Existing Conditions with Topography by Sopris Engineering, dated June 7, 2019.
 - 2. Utility locates of underground facilities to be completed by Contractor prior to starting Work and Contractor is responsible for protecting existing utilities.
 - a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.
- E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Bidding Documents by request to Engineer.

SC-5.04 *Differing Subsurface or Physical Conditions*

Amend Paragraph 5.04.A, last paragraph, first line, to read as follows:

...then Contractor shall, no later than three (3) days after becoming aware thereof...

SC-5.05 *Underground Facilities*

Amend Paragraph 5.05.B, third line, to read as follows:

...Contractor shall, no later than three (3) days after becoming aware thereof ...

SC-5.06 *Hazardous Environmental Conditions*

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following in its place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

Article 6 - Bonds and Insurance

SC-6.03 *Contractor's Insurance*

Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory

Federal, if applicable (e.g., Longshoreman's): Statutory

Jones Act coverage, if applicable:

Bodily injury by accident, each accident \$

Bodily injury by disease, aggregate	\$	<u> </u>
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Employer's Liability:

Bodily injury, each accident	\$	<u>1,000,000</u>
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Bodily injury by disease, each employee	\$	<u>1,000,000</u>
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Bodily injury/disease aggregate	\$	<u>2,000,000</u>
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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:

\$	<u>N/A</u>
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Foreign voluntary worker compensation	<u>Statutory</u>
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2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$	<u>2,000,000</u>
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Products - Completed Operations Aggregate	\$	<u>2,000,000</u>
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Personal and Advertising Injury	\$	<u>1,000,000</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$	<u>1,000,000</u>
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3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$	<u>1,000,000</u>
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Each accident	\$	<u>2,000,000</u>
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Property Damage:

Combined Single Limit of	\$	<u>2,000,000</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>1,000,000</u>

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. **Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Wright Water Engineers, Inc., the Colorado Water Conservation Board, and the State of Colorado.**

Article 7 - Contractor's Responsibilities

SC-7.06 *Concerning Subcontractors, Suppliers and Others*

Add the following language at the end of Paragraph 7.06.M:

, including but not limited to bonding, insurance, warranties, indemnities, progress payments and completion of performance requirements.

Add the following language at the beginning of Paragraph 7.06.N:

Upon receipt of progress and final payments from Owner, Contractor shall disburse the same immediately to subcontractors without any requirement of Owner to supervise the same.

SC-7.09 *Taxes*

Add the following new paragraph immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of municipalities and

counties thereof on all materials to be incorporated into the Work.

1. Owner will, upon request, furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
3. Owner will not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

SC-7.11 *Record Documents*

Add the following new paragraph immediately after Paragraph 7.11.A:

- B. Contractor shall provide to Engineer copies of all Daily Construction Reports (Logs) typically generated as the normal course of business by Contractor from Notice to Proceed through Final Completion. These Daily Construction Reports, along with other relevant Project documentation, will be utilized by Engineer in the event of a claim or dispute. The Daily Construction Reports from the previous week shall be delivered to Engineer on the following Monday, unless an alternative day is agreed to by Engineer. Contractor's failure to provide the required Daily Construction Reports may cause Engineer to not recommend monthly progress payments by Owner.

SC-7.12 *Safety and Protection*

Add the following new paragraph immediately after Paragraph 7.12.G:

- H. As provided in SC-14.06, Owner may stop the Work immediately if Owner observes a substantial violation of Paragraph 7.12.

SC-7.16 *Shop Drawings, Samples and Other Submittals*

Amend the first sentence of Paragraph 7.16.D.1 to read as follows:

Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and shall be coordinated with the schedule provisions included in the General Requirements, if applicable.

SC-7.17 *Contractor's General Warranty and Guarantee*

Delete Paragraph 7.17.A in its entirety and insert the following in its place:

- A. Contractor hereby represents, warrants and guarantees to Owner all workmanship, equipment and materials on or made a part of the Project for a period of one (1) year following Substantial Completion of the Project. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with the Contract Documents. Contractor shall take all actions necessary to assign all warranties made by a vendor or manufacturer of equipment or materials made a part of the Project to Owner for Owner's benefit. If any defect in workmanship, equipment or materials arises, Contractor shall remedy or otherwise correct such defect without cost to Owner within such reasonable period of time as specified by Owner in writing. If Contractor fails to repair such defect within such period of time as is specified by Owner, Owner may repair such defect or contract for such repairs at the expense of Contractor and its surety. Contractor expressly declares that the performance bond specified in Paragraph 6.01 of the General Conditions, as modified by SC-6.01, shall remain in full force and effect during the period of this warranty and guarantee, including any period necessary to remedy or otherwise correct any defects. Contractor shall provide such warranty and guarantee on Owner's behalf separate and apart from and in addition to other warranties, guarantees and surety agreements entered into independently between Owner and any manufacturer or supplier.

SC-7.18 *Indemnification*

Delete Paragraph 7.18.A in its entirety and insert the following in its place:

- A. Subject to Sections 13-21-111.5(6) and 13-50.5-102, C.R.S., to the extent applicable, Contractor shall indemnify, defend and hold the Owner, and its officers, directors, employees, agents, architects and attorneys, harmless from and against all costs, claims, damages, judgments, losses and expenses of every nature, including reasonable attorneys' fees, arising at any time from any act or omission of the Contractor, its employees, subcontractors and their employees, and all other persons directly or indirectly involved in or performing work for the Contractor (other than the Owner and any other third party while under the control or supervision of the Owner) on the Project. The obligations of the indemnifications extended by Contractor hereunder shall survive termination or expiration of the Contract. Contractor's indemnification, defense, and insurance obligations shall be to the fullest extent permitted by law. Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of Owner, its directors, employees, agents, and consultants, and nothing in the Contract Documents shall be construed as requiring Contractor to defend in litigation, indemnify, or insure Owner against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of Owner or any third party under the control or supervision of Owner.

Article 10 – Engineer's Status During Construction

SC-10.01 *Owner's Representative*

Delete Paragraph 10.01.A in its entirety and insert the following in its place:

Steve Barber, District Manager for Owner, will be Owner's representative during the construction period. Certain duties and responsibilities, including but not limited to site visits, plan review and approval, and other similar activities, may be delegated by Owner's representative to Engineer throughout the Project based on the written agreement between Owner and Engineer.

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations approximately twice per week of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not

meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a report or keep a diary or log book of site-visits including, as applicable, Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and

the preparation of a punch list of items to be completed or corrected.

- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Article 11 – Amending the Contract Documents; Changes in the Work

SC-11.04 *Change of Contract Price*

Add the following language at the end of Paragraph 11.04.B.3:

Contractor shall submit on a daily basis, or at an interval determined by Engineer, the actual costs for all labor, materials, equipment and incidentals utilized in the performance of the change for Engineer's review. The format of the submittal shall be as determined by Engineer.

Add the following new paragraph immediately after Paragraph 11.04.C:

- D. This Paragraph 11.04 is subject to the change order requirements set forth in SC-11.07.

SC-11.07 *Execution of Change Orders*

Add the following new paragraphs immediately after Paragraph 11.07.A.4:

5. A fully executed Change Order represents full and final settlement for all costs (including all impact costs) and time relating to the work included in the change order. The following language shall be typed on the face of each Change Order:

THIS CHANGE ORDER CONSTITUTES FULL AND FINAL SETTLEMENT FOR ALL COSTS AND TIME ASSOCIATED WITH THE WORK DESCRIBED HEREIN. COSTS ARE DEFINED TO INCLUDE ALL DIRECT AND INDIRECT LABOR COSTS RELATED TO, AND/OR OCCASIONED BY THE WORK DESCRIBED HEREIN; ALL MATERIAL AND EQUIPMENT COSTS RELATED HERETO; ANY AND ALL IMPACT COSTS RELATED TO AND/OR OCCASIONED BY THE PERFORMANCE OF THIS WORK; AS WELL AS ALL APPLICABLE TAXES, INSURANCE, BONDS, AND PROFIT. ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

6. The Contract Documents are subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

- a. Owner shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable Work to be performed that will cause the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:
 - 1. Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional Work have been made and are available prior to performance of the additional Work; or
 - 2. The additional Work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from Owner explaining the expected sources of funding for the additional Work. In the event Owner does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop Work until such time as Owner provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this Paragraph shall not limit or restrict Contractor from making a Claim under the Contract Documents for an adjustment in the Contract Price or Contract Times or otherwise for expenses or damages directly attributable to Contractor's stoppage of the Work as permitted hereunder.
- b. For any Change Order or other directive (other than a clarification) that requires additional compensable Work to be performed, Owner shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed Work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable Work to be performed.
- c. If the Work is financed in whole or in part by a federal grant, any provision of this Paragraph 11.07.A.6. that is in conflict with the terms of such grant shall be inapplicable.

Article 12 – Claims

Amend the first sentence of Paragraph 12.01.B. to read as follows:

The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than seven (7) days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within seven (7) days of the decision under appeal.

Add the following new paragraph immediately after Paragraph 12.01.B:

Owner shall give notice to the Surety of any Claim that Owner might assert against Contractor on the performance bond or the payment bond, unless waived in writing by the Surety. Owner's act of giving such notice or failure to give such notice shall not affect Owner's right to seek or pursue any remedy provided for in such bonds or under any other provisions of the Contract Documents. This provision does not modify Contractor's obligations to provide notification to the Surety under the General Conditions.

Add the following new paragraphs immediately after Paragraph 12.01.G:

- H. *Referral of Claims to Design Professional:* No claim or defense of Owner shall be barred for failure to refer an item of dispute to Engineer. Owner and Contractor agree that any requirement in the Contract Documents to refer a claim to Engineer or any other party as a condition precedent to exercising any lawful remedies shall not be a bar to bringing an action in a court of competent jurisdiction if Owner or Contractor has a reasonable belief that complying with such referral requirement might jeopardize its ability to exercise such remedies due to the running of the applicable statute of limitations or the application of an equitable defense such as waiver, estoppel or laches. Promptly following the filing of an action under such circumstances, Owner and Contractor shall then proceed to comply with such claim referral process to the extent not stayed by a court of competent jurisdiction.

- I. *Two-Year Statute of Limitations:* Any claim or action at law or in equity upon or arising out of the Contract Documents or the Work performed thereunder (except for a state action based in tort, which shall be subject to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.) which is asserted by Contractor against

Owner shall be commenced within two (2) years from the date when such claim or action accrued pursuant to Section 13-80-102(1)(h), C.R.S., or such claim or action shall thereafter be barred.

Article 13 – Cost of the Work; Allowances; Unit Price Work

SC-13.01 Cost of the Work

Delete Paragraph 13.01.B.4 in its entirety.

Add the following new paragraph immediately after Paragraph 13.01.C.5:

6. The cost of special consultants (including engineers, architects, testing laboratories, surveyors, attorneys and accountants) shall not be included in any cost of the Work or otherwise be the obligation of Owner, unless specified in the bidding documents or approved in advance by Owner in its sole discretion.

SC-13.03 Unit Price Work

Delete Paragraph 13.03.E.1 in its entirety and insert the following in its place:

1. the quantity of any item of Unit Price Work performed by Contractor results in an actual overrun or underrun of 25% of the estimated quantity of such item indicated in the Agreement;

Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

SC-14.06 *Owner May Stop the Work*

Add the following language to the beginning of Paragraph 14.06.A:

If Owner observes a substantial violation of Paragraph 7.12, or...

Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period

SC-15.01 *Progress Payments*

Amend the first sentence of Paragraph 15.01.A to read as follows:

- A. The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments, unless modified in the schedule provisions contained in the General Requirements, and will be incorporated ...

SC-15.06 *Final Payment*

Add the following language after the last sentence of Paragraph 15.06.D:

Owner shall, no later than fourteen (14) days before final payment is made, publish a notice of final payment at least twice in a legal newspaper of general circulation in any county where the work was contracted for or performed pursuant to Section 38-26-107, C.R.S. The requirements set forth in Section 38-26-107 C.R.S. are incorporated into this Paragraph 15.06 and shall control in the event of any conflict with the Contract Documents.

Article 17 – Final Resolution of Disputes

SC-17.01 *Methods and Procedures*

Add the new paragraph immediately after Paragraph 17.01.B:

- C. Any mediation or arbitration provision in the Contract Documents shall be optional and subject to the mutual consent of Owner and Contractor, each in their sole discretion. Compliance with any mediation or arbitration procedure shall not be a pre-requisite to bringing an action in a court of competent jurisdiction.