

Requested by SENATE COMMITTEE ON JUDICIARY

**PROPOSED AMENDMENTS TO
SENATE BILL 1575**

1 On page 1 of the printed bill, delete lines 4 through 27 and delete page
2 2 and insert:

3 **“SECTION 1.** ORS 30.140 is amended to read:

4 **“30.140. (1) As used in this section:**

5 **“(a) ‘Architectural, engineering, photogrammetric mapping, trans-**
6 **portation planning or land surveying services’ has the meaning given**
7 **that term in ORS 279C.100.**

8 **“(b) ‘Construction agreement’ means any written agreement for the**
9 **planning, design, construction, alteration, repair, improvement or**
10 **maintenance of any building, highway, road excavation or other**
11 **structure, project, development or improvement attached to real es-**
12 **tate including moving, demolition or tunneling in connection there-**
13 **with.**

14 **“(c) ‘Related services’ has the meaning given that term in ORS**
15 **279C.100.**

16 **“[(1)] (2) Except to the extent provided under [subsection (2)] subsections**
17 **(3) and (4) of this section, any provision in a construction agreement that**
18 **requires a person or that person’s surety or insurer to indemnify another**
19 **against liability for damage arising out of death or bodily injury to persons**
20 **or damage to property caused in whole or in part by the negligence of the**
21 **indemnitee is void.**

1 “[2] (3) This section does not affect any provision in a construction
2 agreement that requires a person or that person’s surety or insurer to
3 indemnify another against liability for damage arising out of death or bodily
4 injury to persons or damage to property to the extent that the death or
5 bodily injury to persons or damage to property arises out of the fault of the
6 indemnitor, or the fault of the indemnitor’s agents, representatives or sub-
7 contractors.

8 **“(4) A public body as defined in ORS 174.109, including a public body
9 acting as part of an intergovernmental entity formed with another
10 state or with a political subdivision of another state, may not require
11 in a contract with a person or entity providing architectural, engi-
12 neering, photogrammetric mapping, transportation planning or land
13 surveying services or related services a duty to defend the public body
14 or intergovernmental entity against a claim for professional
15 negligence and relating to the professional services provided by the
16 person or entity providing architectural, engineering, photogrammet-
17 ric mapping, transportation planning or land surveying services or
18 related services, except to the extent that the person’s or entity’s li-
19 ability or fault is determined by adjudication or alternative dispute
20 resolution or otherwise resolved by settlement agreement, and not to
21 exceed the proportionate fault of the person or entity. A contractual
22 provision that violates this subsection is unenforceable.**

23 *“(3) As used in this section, ‘construction agreement’ means any written
24 agreement for the planning, design, construction, alteration, repair, improve-
25 ment or maintenance of any building, highway, road excavation or other
26 structure, project, development or improvement attached to real estate including
27 moving, demolition or tunneling in connection therewith.]*

28 “[4] (5) This section does not apply to:

29 “(a) Any real property lease or rental agreement between a landlord and
30 tenant whether or not any provision of the lease or rental agreement relates

1 to or involves planning, design, construction, alteration, repair, improvement
2 or maintenance as long as the predominant purpose of the lease or rental
3 agreement is not planning, design, construction, alteration, repair, improve-
4 ment or maintenance of real property; [or]

5 “(b) Any personal property lease or rental agreement; **or**

6 **“(c) Any design-build contract.**

7 “[5] (6) No provision of this section shall be construed to apply to a
8 ‘railroad’ as defined in ORS 824.200.

9 **“SECTION 2.** ORS 30.140, as amended by section 1 of this 2024 Act, is
10 amended to read:

11 “30.140. (1) As used in this section[.], **‘construction agreement’ means**
12 **any written agreement for the planning, design, construction, alter-**
13 **ation, repair, improvement or maintenance of any building, highway,**
14 **road excavation or other structure, project, development or improve-**
15 **ment attached to real estate including moving, demolition or**
16 **tunneling in connection therewith.**

17 “[a) ‘Architectural, engineering, photogrammetric mapping, transportation
18 planning or land surveying services’ has the meaning given that term in ORS
19 279C.100.]

20 “[b) ‘Construction agreement’ means any written agreement for the plan-
21 ning, design, construction, alteration, repair, improvement or maintenance of
22 any building, highway, road excavation or other structure, project, development
23 or improvement attached to real estate including moving, demolition or
24 tunneling in connection therewith.]

25 “[c) ‘Related services’ has the meaning given that term in ORS 279C.100.]

26 “(2) Except to the extent provided under [subsections (3) and (4)] **sub-**
27 **section (3)** of this section, any provision in a construction agreement that
28 requires a person or that person’s surety or insurer to indemnify another
29 against liability for damage arising out of death or bodily injury to persons
30 or damage to property caused in whole or in part by the negligence of the

1 indemnitee is void.

2 “(3) This section does not affect any provision in a construction agree-
3 ment that requires a person or that person’s surety or insurer to indemnify
4 another against liability for damage arising out of death or bodily injury to
5 persons or damage to property to the extent that the death or bodily injury
6 to persons or damage to property arises out of the fault of the indemnitor,
7 or the fault of the indemnitor’s agents, representatives or subcontractors.

8 “[4) *A public body as defined in ORS 174.109, including a public body*
9 *acting as part of an intergovernmental entity formed with another state or with*
10 *a political subdivision of another state, may not require in a contract with a*
11 *person or entity providing architectural, engineering, photogrammetric map-*
12 *ping, transportation planning or land surveying services or related services a*
13 *duty to defend the public body or intergovernmental entity against a claim for*
14 *professional negligence and relating to the professional services provided by*
15 *the person or entity providing architectural, engineering, photogrammetric*
16 *mapping, transportation planning or land surveying services or related ser-*
17 *vices, except to the extent that the person’s or entity’s liability or fault is de-*
18 *termined by adjudication or alternative dispute resolution or otherwise*
19 *resolved by settlement agreement, and not to exceed the proportionate fault of*
20 *the person or entity. A contractual provision that violates this subsection is*
21 *unenforceable.]*

22 “[5] (4) This section does not apply to:

23 “(a) Any real property lease or rental agreement between a landlord and
24 tenant whether or not any provision of the lease or rental agreement relates
25 to or involves planning, design, construction, alteration, repair, improvement
26 or maintenance as long as the predominant purpose of the lease or rental
27 agreement is not planning, design, construction, alteration, repair, improve-
28 ment or maintenance of real property; **or**

29 “(b) Any personal property lease or rental agreement[; or]

30 “[c) *Any design-build contract*].

1 “[6] (5) No provision of this section shall be construed to apply to a
2 ‘railroad’ as defined in ORS 824.200.

3 **“SECTION 3. (1) The amendments to ORS 30.140 by section 2 of this**
4 **2024 Act become operative on January 1, 2035, and apply to con-**
5 **struction agreements and contracts entered into or renewed on or af-**
6 **ter January 1, 2035.**

7 **“(2) The amendments to ORS 30.140 by section 1 of this 2024 Act**
8 **apply to construction agreements and contracts entered into or re-**
9 **newed on or after January 1, 2025, and on or before December 31,**
10 **2034.”.**

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