

**HB 1765 - DIGEST**

(SUBSTITUTED FOR - SEE 1ST SUB)

Provides that any clause in a construction contract that purports to waive, release, or extinguish the claim rights of a contractor, subcontractor, or supplier to damages or an equitable adjustment based on failure to submit claim notice or claim-related documentation in a specified time frame or form is waived to the extent that the contractor, subcontractor, or supplier shows by a preponderance of the evidence that: (1) The party to whom the claim is being made had knowledge of and consented to the actions of the contractor, subcontractor, or supplier that are the basis of the claim; and

(2) The actions of the contractor, subcontractor, or supplier that are the basis of the claim benefited the party to whom the claim is being made.