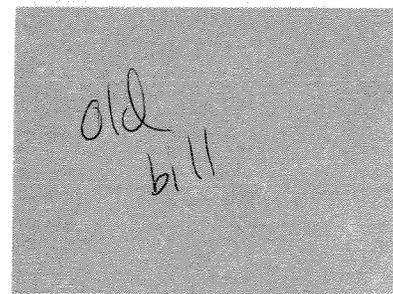




PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION  
SENATE SUBSTITUTE AMENDMENT ,  
TO 2005 SENATE BILL 448

101.48 - consumer



1 AN ACT *to create* 101.148 and 895.07 of the statutes; **relating to:** contractor's  
2 notices, claims against certain contractors and suppliers of dwellings, and  
3 providing a penalty.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

4 SECTION 1. 101.148 of the statutes is created to read:

5 **101.148 Contractor notices.** (1) DEFINITIONS. In this section:

6 (a) "Consumer" means the owner, tenant, or lessee of a dwelling, or an  
7 association or other entity with control over the common areas appurtenant to a  
8 dwelling, who has the authority to contract with a contractor to construct or remodel a dwelling ?

9 (b) "Contractor" means a person who enters into a written or oral contract with  
10 a consumer to construct or remodel a dwelling.

1 (c) "Dwelling" means any premises or portion of a premises that is used as a  
2 home or a place of residence and that part of the lot or site on which the dwelling is  
3 situated that is devoted to residential use. "Dwelling" includes other existing  
4 structures on the immediate residential premises such as driveways, sidewalks,  
5 swimming pools, terraces, patios, fences, porches, garages, and basements.

X (6) (d) "Remodel" means to alter or reconstruct a structure. "Remodel" does not  
7 include maintenance work. *dwelling*

8 (e) "Supplier" means a person that manufactures or supplies windows or doors  
9 for a dwelling.

10 (2) NOTICE REQUIRED AT TIME OF CONTRACTING. (a) Before entering into a written  
11 contract to construct or remodel a dwelling, or, if the parties enter into an oral  
12 contract, as soon as reasonably possible, but before commencing any work to  
13 construct or remodel a dwelling, the contractor shall give the consumer a copy of the  
14 brochure prepared under s. 895.07 (11) and a notice worded substantially as follows:

15 NOTICE CONCERNING CONSTRUCTION

16 DEFECTS

17 Wisconsin law contains important requirements you must follow before you  
18 may file a lawsuit for defective construction against the contractor who constructed  
19 your dwelling or completed your remodeling project or against window or door  
20 *supplier or manufacturer* suppliers. For example, section 895.07 (2) and (3) of the Wisconsin statutes requires  
21 you to deliver to the contractor a written notice of any construction conditions you  
22 allege are defective before you file your lawsuit, and you must provide your  
23 contractor or window or door suppliers the opportunity to make an offer to repair or  
24 pay for the construction defects. You are not obligated to accept any offer made by  
25 the contractor or window or door supplier, but failure to accept a reasonable offer may

1 limit your recoverable damages. All parties are bound by applicable warranty  
2 provisions.

3 (b) The notice required under par. (a) shall be conspicuous and in writing and  
4 may be included within the contract between the contractor and the ~~potential~~  
5 ~~claimant.~~ *consumer*

6 SECTION 2. 895.07 of the statutes is created to read:

7 **895.07 Claims against contractors and suppliers. (1) DEFINITIONS.** In this  
8 section:

9 (a) “Action” means a civil action or an arbitration under ch. 788.

10 (b) “Claim” means a request or demand to remedy a construction defect caused  
11 by a contractor or supplier related to the construction or remodeling of a dwelling.

12 (c) “Claimant” means the owner, tenant, or lessee of a dwelling, or an  
13 association, such as a condominium association or homeowners association, who has  
14 standing to sue a contractor or supplier regarding a construction defect.

15 (d) “Construction defect” in those cases when the contractor or supplier has  
16 provided a warranty shall mean the definition of “defect” in the warranty. In all other  
17 cases, “construction defect” means a deficiency in the specifications, planning,  
18 supervision, construction, or remodeling of a dwelling that results from any of the  
19 following:

20 1. Defective material.

21 2. Violation of applicable codes.

22 3. Failure to follow accepted trade standards for workmanlike construction.

23 (e) “Contractor” means a person who enters into a written or oral contract with  
24 a potential claimant to construct or remodel a dwelling.

1 (f) "Dwelling" means any premises or portion of a premises that is used as a  
2 home or a place of residence and that part of the lot or site on which the dwelling is  
3 situated that is devoted to residential use. "Dwelling" includes other existing  
4 structures on the immediate residential premises such as driveways, sidewalks,  
5 swimming pools, terraces, patios, fences, porches, garages, and basements.

6 (g) "Remodel" means to alter or reconstruct a ~~structure~~ <sup>dwelling</sup>. "Remodel" does not  
7 include maintenance work.

8 (h) "Serve" or "service" means personal service or delivery by certified mail,  
9 return receipt requested, to the last-known address of the addressee.

10 (i) "Supplier" means a person that manufactures or ~~supplies~~ <sup>provides</sup> windows or doors  
11 for a dwelling.

12 (j) "Working day" means any day except Saturday, Sunday, and holidays  
13 designated in s. 230.35 (4) (a).

14 (2) NOTICE AND OPPORTUNITY TO REPAIR. (a) No later than 90 working days before  
15 initiating an action against a contractor or supplier ~~under this section~~, the claimant  
16 shall serve written notice of claim on the contractor. The notice of claim shall state  
17 that the claimant asserts a construction defect claim ~~or claims~~. The notice of claim  
18 shall describe the claim ~~or claims~~ in sufficient detail to explain the nature of the  
19 alleged construction defect and the results of the construction defect and shall offer  
20 the opportunity to correct the construction defect. The claimant shall include in the  
21 notice of claim a description of the alleged construction defect and include a  
22 comprehensive description of all evidence that the claimant knows or possesses,  
23 including expert reports, that substantiates the nature and cause of the alleged  
24 construction defect.

*except*  
*use to (s) plus*

1 (b) Within 15 working days after the claimant serves notice of claim under par.

2 (a), or within 25 working days if the contractor makes a claim for contribution from  
3 a supplier under sub. (8) (a), each contractor that has received the notice of claim  
4 shall serve on the claimant, *any of the following* and on any other contractor that has received the notice

*5. A*  
*proposal*  
*for*  
*inspection*  
*under*  
*par. (e)*  
*(chng. to*  
*c)*

5 of claim and on any supplier that has received a claim for contribution under sub. (8)

6 (a), a written response to the claim *or claims* that rejects the claim, offers to settle  
7 the claim by monetary payment, the making of repairs, or a combination of both,  
8 without inspection, or proposes to inspect the dwelling that is the subject of the claim.

9 If the contractor rejects the claim, the contractor shall state in the written response  
10 to the claim the reason for rejecting the claim and include a comprehensive  
11 description of all evidence the contractor knows or possesses, including expert  
12 reports, that substantiates the reason for rejecting the claim. The contractor shall  
13 also include in the written response to the claim any settlement offer received from  
14 a supplier.

15 (c) *claim* If the contractor rejects the claim or does not respond to the claimant's notice  
16 of claim within the time under par. (b), the claimant may bring an action against the  
17 contractor for the claims described in the notice of claim without further notice.

*25*  
*days*

18 ~~(e)~~ If the claimant rejects a settlement offer made by the contractor, the  
19 claimant shall *send* written notice *within 15wd* of the claimant's rejection to the contractor.

20 The notice shall include the reasons for the claimant's rejection of the contractor's  
21 *proposal* or offer. If the claimant believes that the settlement offer omits reference

22 to any portion of the claim, or was unreasonable, the claimant *shall* ~~shall~~ in its written  
23 notice *shall* include those items that the claimant believes were omitted and set forth the

24 reasons why the claimant believes the settlement offer is unreasonable. The

1 contractor shall forward the claimant's response to a supplier upon whom a  
2 contribution claim has been made.

3 <sup>(c)</sup>  
~~(e)~~ If a proposal for inspection is made under par. (b), the claimant shall, within  
4 15 working days of receiving the contractor's proposal, provide the contractor and  
5 any supplier on whom a contribution claim has been made and its agents, experts,  
6 and consultants reasonable access to the dwelling to inspect the dwelling, document  
7 any alleged construction defects, and perform any testing required to evaluate fully  
8 the nature, extent, and cause of the claimed construction defects and the nature and  
9 extent of any repairs or replacements that may be necessary to remedy them. If  
10 destructive testing is required, the contractor shall give the claimant and all persons  
11 on whom a notice of claim or contribution claim has been served advance notice of  
12 the testing at least 5 working days before commencement of the testing and shall,  
13 after completion of the testing, return the dwelling to its pre-testing condition with in  
14 a reasonable time after completion of the testing, at the contractor's expense. If any  
15 inspection or testing reveals a condition that requires additional testing to allow the  
16 contractor to evaluate fully the nature, cause, and extent of the construction defect,  
17 the contractor shall provide notice to the claimant and all persons on whom a notice  
18 of claim or contribution claim has been served of the need for the additional testing  
19 and the claimant shall provide <sup>reasonable</sup> access <sup>to the dwelling</sup> under this paragraph. If a claim is asserted  
20 on behalf of the owners of multiple dwellings, or multiple owners of units within a  
21 multifamily complex, then the contractor shall be entitled to inspect each of the  
22 dwellings or units. The claimant shall either provide a specific day for the inspection  
23 upon reasonable notice for an inspection or require the contractor to request in  
24 writing a <sup>date for the inspection</sup> day, at least 3 working days before the inspection. ??

(d)

1 (f) Within 10 working days following completion of the inspection and receipt  
2 of all testing results under par. (e), the contractor shall serve on the claimant any of  
3 the following: a notice that complies with par. (b) 1. to 4.

4 1. A written offer to remedy fully or partially the construction defect at no cost  
5 to the claimant. The offer shall include a description of any additional construction  
6 necessary to remedy the construction defect and a timetable for the completion of the  
7 construction.

8 2. A written offer to settle the claim by monetary payment.

9 3. A written offer including a combination of repairs and monetary payment.

10 4. A written statement that the contractor will not proceed further to remedy  
11 the construction defect, and shall state in the written response to the claim the  
12 reason for rejecting the claim and include a comprehensive description of all evidence

13 the contractor knows or possesses, including expert reports, that substantiates the  
14 reason for rejecting the claim. The contractor shall also include in the written  
15 response to the claim any settlement offer received from a supplier.

16 (h) If a claimant accepts a contractor's offer made under par. (f) within 15  
17 working days after receipt of the offer, or if the offer is deemed accepted under par.

18 (m), and the contractor does not proceed to make the monetary payment, or remedy  
19 the construction defect within the agreed timetable, the claimant may bring an  
20 action against the contractor for the claim described in the notice of claim without  
21 further notice. The claimant may also file the contractor's offer and claimant's  
22 acceptance in the circuit court action, and the offer and acceptance creates a  
23 rebuttable presumption that a binding and valid settlement agreement has been  
24 created and should be enforced by the court.

(same as (h)?, or that is for a  
supplemental offer?)

above

move  
to  
end  
(2)

*2nd last*

(1) ~~(a)~~ If a claimant receives a written statement that the contractor will not proceed further to remedy the construction defect, the claimant may bring an action against the contractor for the claim described in the notice of claim without further notice.

*rejects the claim or if the contractor does not respond to the claimant's notice*

*same as (d)?*

(i) If the claimant rejects the offer made by the contractor to remedy the construction defect or to settle the claim by monetary payment or a combination of each, the claimant shall serve written notice of the claimant's rejection on the contractor within 15 working days after receipt of the offer. The notice shall include the reasons for the claimant's rejection of the contractor's offer. If the claimant believes the contractor's settlement offer is unreasonable, the claimant shall set forth the reasons why ~~the claimant believes~~ the settlement offer is unreasonable.

*(references to portion of claim?)*

(f) ~~(g)~~ Upon receipt of a claimant's rejection and the reasons for the rejection, the contractor shall, within 5 working days after receiving the rejection, make a supplemental offer of repair or monetary payment to the claimant or provide the claimant written notice that no <sup>additional</sup> offer will be made.

(g) ~~(h)~~ If the claimant rejects the supplemental offer made by the contractor under par. (j) to remedy the construction defect or to settle the claim by monetary payment or a combination of each, the claimant shall serve written notice of the claimant's rejection on the contractor within 15 working days after receipt of the supplemental offer. The notice shall include the reasons for the claimant's rejection of the contractor's supplemental settlement offer. If the claimant believes the contractor's supplemental settlement offer is unreasonable, the claimant shall set forth in detail all reasons why the claimant believes the supplemental settlement offer is unreasonable. If the contractor declines to make a supplemental offer, or if the

1 claimant rejects the supplemental offer, the claimant may bring an action against  
2 the contractor for the claim described in the notice of claim without further notice.

*more end (H)*

3 ~~If a claimant rejects a reasonable offer or reasonable supplemental offer or~~  
4 ~~fails to comply in good faith with the requirements under this subsection, or does not~~  
5 ~~permit the contractor to repair the construction defect pursuant to an accepted offer~~  
6 ~~of settlement, the claimant may not recover an amount in excess of the fair market~~  
7 ~~value of the offer of settlement, or the actual cost of the repairs made, whichever is~~

*what changes?*

8 ~~less, or the amount of a monetary offer of settlement. For purposes of this paragraph,~~  
9 ~~the trier of fact shall determine the reasonableness of an offer of settlement. If the~~  
10 ~~claimant has rejected a reasonable offer or reasonable supplemental offer or fails to~~  
11 ~~comply in good faith with the requirements of this subsection, and any other law~~  
12 ~~allows the claimant to recover punitive damages, costs, and attorney fees, then the~~  
13 ~~claimant may not recover those punitive damages, costs, or attorney fees incurred~~  
14 ~~after the date of its rejection. However, if the trier of fact determines that the~~  
15 ~~contractor did not make a reasonable offer or supplemental offer or comply in good~~  
16 ~~faith with the requirements of this subsection, the claimant may pursue claims~~  
17 ~~under any other law that allows the claimant to recover punitive damages, costs, and~~  
18 ~~attorney fees.~~

*same as (g)*

*supplemental (?)*

19 (m) A claimant accepting the offer of the contractor to remedy a construction  
20 defect shall do so by serving the contractor with a written notice of acceptance within  
21 15 working days after receipt of the offer. ~~If no response is served upon the contractor~~  
22 ~~within the 15-working day period, then the offer shall be deemed rejected. If all~~  
23 ~~requirements under this section have been fulfilled, and if the claimant has rejected~~  
24 ~~any outstanding offers, the claimant may bring an action against the contractor for~~  
25 ~~the claim described in the notice of claim without further notice.~~

*Subd. (g) either party fails to respond to any notices served under this section*  
*the claimant has fulfilled all of the*

*IA*

1 (L) If a claimant accepts a contractor's offer to repair a construction defect  
2 described in a notice of claim, the claimant shall provide the contractor and its  
3 agents, experts, and consultants reasonable access to the dwelling to perform and  
4 complete the construction by the timetable stated in the settlement offer.

*moved to sub (a)*

5 ~~(10) If, during the pendency of the notice, inspection, offer, acceptance, or repair  
6 process, an applicable limitation period would otherwise expire, the limitation  
7 period is tolled pending completion of the notice of claim process described in this  
8 section. This paragraph shall not be construed to revive a limitation period that has  
9 expired before the date on which a claimant's written notice of claim is served or  
10 extend any applicable statute of repose.~~

*Subs.  
(ii)*

11 (ii) After the sending of the initial notice of claim and initial contribution claim,  
12 a claimant, a contractor, and a supplier may, by written mutual agreement, alter the  
13 procedure for the notice of claim process described in this section.

✓  
✓  
✓

14 (L) If the claimant has served a contractor with a notice of claim relating to a  
15 construction defect and the contractor has rejected or not responded to the claim and  
16 the claimant knows that the contractor has not notified a supplier of the claim, the  
17 claimant shall, before filing an action against the supplier for a construction defect,  
18 serve the supplier with a copy of the notice of claim.

19 (3) ACTION; DISMISSAL WITHOUT PREJUDICE. If the claimant files an action but fails  
20 to comply with the requirements of sub. (2) (a) and the contractor or supplier  
21 establishes that the claimant was provided the notice and brochure under s. 101.148  
22 (2), the circuit court shall dismiss the action without prejudice. If the claimant files  
23 an action but fails to comply with the requirements of sub. (2) (a) and the contractor  
24 or supplier cannot establish that the claimant was provided the notice and brochure  
25 under s. 101.148 (2), the circuit court shall stay the action and order the parties to

1 comply with the requirements of sub. (2) (a) and s. 101.148 (2). Before filing an action  
2 against a supplier seeking contribution for a claim that a claimant has served on a  
3 contractor, the contractor shall serve the supplier with a <sup>notice of</sup> contribution claim under  
4 sub. (8). If the contractor files an action against a supplier but fails to serve the notice  
5 of claim <sup>contribution</sup> from the claimant, the circuit court shall stay the action until the contractor  
6 has complied with the requirements of this subsection and sub. (8).

7 (4) WARRANTY TERMS. The claimant and contractor or supplier are bound by any  
8 contractor or supplier warranty terms pertaining to products or services supplied for  
9 the dwelling.

10 (5) ADDITIONAL CONSTRUCTION DEFECTS AND NOTICE AND OPPORTUNITY TO REPAIR.  
11 A construction defect that is discovered after an initial claim or contribution claim  
12 notice has been provided may not be alleged in an action until the claimant or  
13 contractor has given the contractor or supplier who performed the original  
14 construction work or provided supplies written notice of the new claim or  
15 contribution claim regarding the alleged new construction defect based on the  
16 claimant's or contractor's most current records. The contractor or supplier shall have  
17 an opportunity to resolve the notice of the new claim or contribution claim in the  
18 manner provided in subs. (2) and (8).

19 (6) RELEASE. If a claimant or contractor accepts an offer made in compliance  
20 with this section and the contractor or supplier fulfills the offer in compliance with  
21 this section, an action brought by the claimant or contractor for the claim described  
22 in the notice of claim shall be dismissed with prejudice.

23 (7) ACTION OF ASSOCIATIONS. (a) In this subsection, "association" means a  
24 homeowner's association, condominium association under s. 703.02 (1m), unit  
25 owner's association, or a nonprofit corporation created to own and operate portions



- (1) or altered the property that is the subject of the claim, ~~and has not in any other way~~  
 (2) <sup>AS,</sup> taken steps that would preclude a supplier's ability to offer to remedy the defect by  
 (3) making repairs. *1 # 7. Rick's e-mail*

4 (b) Within 15 working days after a supplier has received notice that a contractor  
 5 is seeking contribution under par. (a), the supplier shall serve the contractor with a  
 6 written response that ~~rejects the contribution claim, offers to settle the contribution~~ *complies with the provision*  
 7 ~~claim by payment, by repair, or by both payment and repair without inspection, or~~ *sub (2) c. 6*  
 8 ~~offers to inspect the dwelling that is the subject of the contribution claim. If the~~ *4.45.*  
 9 ~~supplier rejects the contribution claim, the supplier shall state in the written~~  
 10 ~~response to the claim the reason for rejecting the claim and include a comprehensive~~  
 11 ~~description of all evidence the supplier knows or possesses, including expert reports,~~  
 12 ~~that substantiates the reason for rejecting the claim.~~ *(c)* The contractor shall forward  
 13 the supplier's response to the claimant. The supplier and contractor shall use their  
 14 best efforts to coordinate their responses to claims and contribution claims.

15 (d) If the contractor rejects a settlement offer made by the supplier, the  
 16 contractor shall provide written notice *within 15 working days* of the contractor's rejection to the supplier.  
 17 The notice shall include the reasons for the contractor's rejection of the supplier's  
 18 proposal or offer. If the contractor believes that the settlement offer omits reference  
 19 to any portion of the claim, or was unreasonable, the contractor ~~shall~~ *shall* in its written  
 20 notice *shall* include those items that the contractor believes were omitted and set forth the  
 21 reasons why the contractor believes the settlement offer is unreasonable.

22 (e) If a supplier proposes to inspect the dwelling that is the subject of the  
 23 contribution claim, the contractor and claimant shall, within 15 working days after  
 24 receiving the supplier's proposal, provide the supplier and its agents, experts, and  
 25 consultants reasonable access to the dwelling to inspect the dwelling, document any

1 alleged construction defects, and perform any testing required to evaluate fully the  
 2 nature, extent, and cause of the claimed construction defects and the nature and  
 3 extent of any repairs or replacements that may be necessary to remedy them. If  
 4 destructive testing is required, the supplier shall give the contractor and claimant  
 5 and all persons on whom a notice of claim or contribution claim has been served  
 6 advance notice of the testing at least 5 working days before commencement of the  
 7 testing and shall, after completion of the testing, return the dwelling to its  
 8 pre-testing condition within a reasonable time after completion of the testing, at the  
 9 supplier's expense. If any inspection or testing reveals a condition that requires  
 10 additional testing to allow the supplier to evaluate fully the nature, cause, and extent  
 11 of the construction defect, the supplier shall provide notice to the contractor and  
 12 claimant and all persons on whom a notice of claim or contribution claim has been  
 13 served of the need for the additional testing and the contractor and claimant shall  
 14 provide <sup>reasonable</sup> access under this paragraph. If a claim is asserted on behalf of the contractor  
 15 of multiple dwellings, or multiple owners of units within a multifamily complex, then  
 16 the supplier shall be entitled to inspect each of the dwellings or units. The contractor  
 17 and claimant shall provide a specific day for the inspection upon reasonable notice  
 18 for an inspection or require the supplier to request in writing a <sup>date for the inspection</sup> ~~day~~, at least 3 working  
 19 days before the inspection.

20 (e) Within 10 working days following completion of the inspection and receipt  
 21 of all testing results under par. (d), the supplier shall serve on the contractor ~~any~~ of  
 22 the following: *wr (see p 13, L. 5 26, except not*

- 23 1. A written offer to remedy fully or partially the construction defect at no cost  
 24 to the contractor. The offer shall include a description of any additional construction

1 necessary to remedy the construction defect and an anticipated timetable for the  
2 completion of the construction.

3 2. A written offer to settle the claim by monetary payment.

4 3. A written offer including a combination of repairs and monetary payment.

5 4. A written statement that the supplier will not proceed further to remedy the  
6 construction defect.

7 ~~(f)~~ If a contractor accepts a supplier's offer made under par. (e) within 15  
8 working days after receipt of the offer, and the supplier does not proceed to make the  
9 monetary payment or remedy the construction defect within the agreed timetable,  
10 the contractor may bring an action against the supplier for the claim described in the  
11 notice of claim without further notice. *contribution* *Add p 7, ls 21-24*

12 ~~(g)~~ If a contractor receives a written statement that the supplier will not  
13 proceed further to remedy the construction defect, the contractor may bring an action  
14 against the supplier for the claim described in the notice of claim without further  
15 notice.

16 ~~(h)~~ If the contractor rejects the offer made by the supplier to remedy the  
17 construction defect or to settle the claim by monetary payment or a combination of  
18 each, the contractor shall serve written notice *within 15 working days* of the contractor's rejection on the  
19 supplier. The notice shall include the reasons for the contractor's rejection of the  
20 supplier's offer. If the contractor believes the supplier's settlement offer is  
21 unreasonable, the contractor shall set forth the reasons why *the contractor* believes  
22 the settlement offer is unreasonable.

23 ~~(i)~~ Upon receipt of a contractor's rejection and the reasons for the rejection, the  
24 supplier shall, within <sup>5</sup>~~10~~ working days of receiving the rejection, make a  
25 supplemental offer of repair or monetary payment to the contractor. *or give the contractor written notice that no additional offer will be made*

1 (j) If the contractor rejects the supplemental offer made by the supplier to  
 2 remedy the construction defect or to settle the claim by monetary payment or a  
 3 combination of each, the contractor shall serve written notice <sup>within 15 working days</sup> of the contractor's  
 4 rejection on the supplier. The notice shall include the reasons for the contractor's  
 5 rejection of the supplier's supplemental settlement offer. If the contractor believes  
 6 the supplier's supplemental settlement offer is unreasonable, the contractor shall set  
 7 forth the reasons why the contractor believes the supplemental settlement offer is  
 8 unreasonable. *Add p 8, line 24 → p 9, L 2*

9 (k) If a contractor rejects a reasonable offer, including any reasonable  
 10 supplemental offer, made as provided under this subsection or does not permit the  
 11 supplier to repair the construction defect pursuant to an accepted offer of settlement,  
 12 the contractor may not recover an amount in excess of the fair market value of the  
 13 ~~offer of settlement, or the actual cost of the repairs made, whichever is less, or the~~  
 14 amount of a monetary offer of settlement. ~~For purposes of this paragraph, the trier~~  
 15 of fact shall determine the reasonableness of an offer of settlement. If the contractor  
 16 has rejected a reasonable offer, including any reasonable supplemental offer, and any  
 17 other law allows the contractor to recover costs and attorney fees, then the contractor  
 18 may recover no costs or attorney fees incurred after the date of its rejection. *add punitive damages? p 9, lines 12-14*

19 (l) A contractor accepting the offer of the supplier to remedy a construction  
 20 defect shall do so by serving the supplier with a written notice of acceptance within  
 21 a reasonable period of time after receipt of the supplier's settlement offer, but no later  
 22 than 15 working days after receipt of the offer. *add p 9, lines 14-18 "supp" for "cont."*  
 23 supplier within the 15-working day period, then the offer shall be deemed rejected.

24 (m) If a contractor accepts a supplier's offer to repair a construction defect  
 25 described in a notice of claim, the contractor *when applicable, and the claimant* shall provide the supplier and its agents,

1 experts, and consultants reasonable access to the dwelling to perform and complete  
2 the construction by the timetable stated in the settlement offer.

3 (n) A contractor who is seeking contribution from a supplier and who elects to  
4 inspect a dwelling under sub. (2) (b) shall send to the supplier written notice by  
5 certified mail of the inspection date and dwelling address, and whether <sup>destructive</sup> destruction  
6 testing is contemplated, at least 5 working days before the inspection.

7 (9) APPLICATION TO OTHERS. This section does not apply to a contractor's or  
8 supplier's right to seek contribution, indemnity, or recovery against any party other  
9 than a supplier for a claim made against a contractor or supplier.

10 (10) HOMEOWNER REPAIRS. Without giving notice under this section, a  
11 homeowner may make immediate repairs to a dwelling to protect the health or safety  
12 of its occupants.

13 (11) The department of commerce shall prepare a brochure explaining the  
14 process under this section and shall provide that brochure to contractors.

15 **SECTION 3. Initial applicability.**

16 (1) This act first applies to actions commenced on the effective date of this  
17 subsection.

18 **SECTION 4. Effective date.**

19 (1) This act takes effect on the first day of the 6th month beginning after  
20 publication.

21 (END)