

By the Committee on Regulated Industries; and Senator Bennett

315-2489-04

1                                   A bill to be entitled  
2           An act relating to construction defects;  
3           amending s. 558.001, F.S.; revising legislative  
4           findings and declarations; amending s. 558.002,  
5           F.S.; revising definitions; amending s.  
6           558.003, F.S.; providing requirements for  
7           filing actions alleging construction defects;  
8           requiring abatement, upon timely motion, of  
9           certain actions filed that do not comply with  
10          certain requirements; amending s. 558.004,  
11          F.S.; revising requirements, procedures,  
12          criteria, and limitations in provisions  
13          relating to notice and opportunity to repair  
14          construction defects in certain structures;  
15          providing requirements and procedures for  
16          making, accepting, or rejecting settlement  
17          offers; providing for consequences of certain  
18          actions relating to settlement offers;  
19          specifying legal obligation to make certain  
20          repairs or monetary payments under certain  
21          circumstances; providing a mutual duty to  
22          exchange certain discoverable evidence;  
23          providing requirements and limitations;  
24          amending s. 558.005, F.S.; revising certain  
25          contract content provisions; providing a notice  
26          form; providing application; providing  
27          severability; providing an effective date.

28  
29   Be It Enacted by the Legislature of the State of Florida:

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1           Section 1. Section 558.001, Florida Statutes, is  
2 amended to read:

3           558.001 Legislative findings and declaration.--The  
4 Legislature finds that it is beneficial to have an alternative  
5 method to resolve construction disputes that would reduce the  
6 need for litigation as well as protect the rights of  
7 homeowners.An effective alternative dispute resolution  
8 mechanism in certain construction defect matters should  
9 involve the claimant filing a notice of claim with the  
10 contractor, subcontractor, supplier, or design professional  
11 that the claimant asserts is responsible for the defect, and  
12 should provide the contractor, subcontractor, supplier, or  
13 design professional with an opportunity to resolve the claim  
14 without resort to further legal process.

15           Section 2. Section 558.002, Florida Statutes, is  
16 amended to read:

17           558.002 Definitions.--As used in this chapter act, the  
18 term:

19           (1) "Action" means any civil action or arbitration  
20 proceeding for damages or indemnity asserting a claim for  
21 damage to or loss of a dwelling or personal property caused by  
22 an alleged construction defect, but does not include any civil  
23 action or arbitration proceeding asserting a claim for alleged  
24 personal injuries arising out of an alleged construction  
25 defect.

26           (2) "Association" has the same meaning as in s.  
27 718.103(2), s. 719.103(2), s. 720.301(7), or s. 723.025.

28           (3) "Claimant" means a homeowner, including a  
29 subsequent purchaser, ~~tenant~~, or association, who asserts a  
30 claim for damages against a contractor, subcontractor,  
31 supplier, or design professional concerning a construction

1 defect or who asserts a claim for indemnification for such  
2 damages. The term does not include a contractor,  
3 subcontractor, supplier, or design professional.

4 (4) "Construction defect" means a deficiency in, or a  
5 deficiency arising out of, the design, specifications,  
6 surveying, planning, supervision, observation of construction,  
7 or construction, repair, alteration, or remodeling of a  
8 dwelling, any appurtenance to the dwelling, or the real  
9 property to which the dwelling or appurtenance is affixed  
10 resulting from:

11 (a) Defective material, products, or components used  
12 in the construction or remodeling;

13 (b) A violation of the applicable codes in effect at  
14 the time of construction or remodeling which gives rise to a  
15 cause of action pursuant to s. 553.84;

16 (c) A failure of the design of a dwelling to meet the  
17 applicable professional standards of care at the time of  
18 governmental approval; or

19 (d) A failure to construct or remodel a dwelling in  
20 accordance with accepted trade standards for good and  
21 workmanlike construction at the time of construction.

22 (5) "Contractor" means any person, as defined in s.  
23 1.01, firm, partnership, corporation, association, or other  
24 organization that is legally engaged in the business of  
25 designing, developing, constructing, manufacturing, ~~selling,~~  
26 or remodeling dwellings or attachments thereto.

27 (6) "Design professional" means a person, as defined  
28 in s. 1.01, licensed in this state as an architect, interior  
29 designer, landscape architect, engineer, or surveyor.

30 (7) "Dwelling" means a single-family house,  
31 manufactured or modular home, duplex, triplex, quadruplex, or

1 other multifamily unit in a multifamily residential building  
2 designed for residential use in which title to each individual  
3 unit is transferred to the owner under a condominium or  
4 cooperative system and includes common areas and improvements  
5 that are owned or maintained by an association or by members  
6 of an association, and also includes the systems, other  
7 components, ~~and improvements,~~ and other structures or  
8 facilities, including, but not limited to, recreational  
9 structures or facilities, that are appurtenant to and located  
10 on the real property on which the house, duplex, triplex,  
11 quadruplex, or other multifamily unit is located, but are not  
12 necessarily part of the structure at the time of completion of  
13 construction.

14 (8) "Service" means ~~personal service~~ or delivery by  
15 certified mail, return receipt requested, to the last known  
16 address of the addressee.

17 (9) "Subcontractor" means a person, as defined in s.  
18 1.01, who is a contractor who performs labor and supplies  
19 material work on behalf of another contractor in the  
20 construction or remodeling of a dwelling.

21 (10) "Supplier" means a person, as defined in s. 1.01,  
22 who provides only materials, equipment, or other supplies for  
23 the construction or remodeling of a dwelling.

24 Section 3. Section 558.003, Florida Statutes, is  
25 amended to read:

26 558.003 Action; compliance abatement. ~~--If~~ A claimant  
27 may not file files an action subject to this chapter without  
28 first complying with the requirements of this chapter. If a  
29 claimant files an action alleging a construction defect  
30 without first complying with the requirements of this chapter  
31 act, on timely motion by a party to the action the court shall

1 abate the action, without prejudice, and the action may not  
2 proceed until the claimant has complied with such  
3 requirements.

4 Section 4. Section 558.004, Florida Statutes, is  
5 amended to read:

6 558.004 Notice and opportunity to repair.--

7 (1) In actions brought alleging a ~~against a~~  
8 ~~contractor, subcontractor, supplier, or design professional~~  
9 ~~related to an alleged~~ construction defect, the claimant shall,  
10 at least no later than 60 days before filing an action  
11 involving a single-family home manufactured or modular home,  
12 duplex, triplex, or quadruplex, or at least 120 days before  
13 filing an action involving an association of one or more units  
14 in a multifamily residential building, serve written notice of  
15 claim on the contractor, subcontractor, supplier, or design  
16 professional, as applicable, which notice shall refer to this  
17 chapter. If the construction defect claim arises from work  
18 performed under a contract, the written notice of claim must  
19 be served on the person with whom the claimant contracted. The  
20 notice of claim must describe the claim in reasonable detail  
21 sufficient to determine the general nature of each alleged  
22 construction defect and a description of the damage or loss  
23 resulting from the defect, if known. The claimant shall  
24 endeavor to serve the notice of claim within 15 days after  
25 discovery of an alleged defect, but the failure to serve  
26 notice of claim within 15 days does not bar the filing of an  
27 action, subject to s. 558.003. This subsection does not  
28 preclude a claimant from filing an action sooner than 60 days,  
29 or 120 days as applicable, after service of written notice as  
30 expressly provided in subsection (6), subsection (7), or  
31 subsection (8).

1           (2) Within 30 ~~5-business~~ days after receipt ~~service~~ of  
2 the notice of claim, ~~the contractor, subcontractor, supplier,~~  
3 ~~or design professional may inspect~~ involving a single-family  
4 home, manufactured or modular home, duplex, triplex, or  
5 quadruplex, or within 50 days after receipt of the notice of  
6 claim involving an association of one or more units in a  
7 multifamily building, the person receiving the notice of claim  
8 under subsection (1) is entitled to perform a reasonable  
9 inspection of the dwelling or of each unit subject to the  
10 claim to assess each alleged construction defect. The claimant  
11 shall provide the person receiving the notice under subsection  
12 (1) and such person's contractor, subcontractor, supplier, or  
13 ~~design professional and its~~ contractors or agents reasonable  
14 access to the dwelling during normal working hours to inspect  
15 the dwelling to determine the nature and cause of each alleged  
16 construction defect and the nature and extent of any repairs  
17 or replacements necessary to remedy each defect. The person  
18 receiving notice under subsection (1) shall reasonably  
19 coordinate the timing and manner of any and all inspections  
20 with the claimant to minimize the number of inspections.The  
21 inspection may include destructive testing ~~by mutual~~  
22 ~~agreement~~. Prior to performing any destructive testing, the  
23 person receiving notice under subsection (1)who desires to  
24 perform the testing shall notify the claimant in writing of  
25 the type of testing to be performed, the anticipated damage to  
26 the dwelling which will be caused by the testing, and the  
27 anticipated repairs that will be necessary to repair any  
28 damage caused by the testing. The person receiving notice  
29 under subsection (1) and such person's contractors or agents  
30 performing the testing are ~~is~~ responsible for repairing any  
31 damage to the dwelling caused by the testing. The claimant

1 shall be given reasonable notice of the date and time of such  
2 testing and may be present to observe same. No such testing  
3 shall render the dwelling uninhabitable. Failure to repair any  
4 damage caused by the destructive testing shall be grounds for  
5 disciplinary proceedings pursuant to s. 489.129(1)(g).

6 (3) Within 10 days after receipt ~~service~~ of the notice  
7 of claim involving a single-family home manufactured or  
8 modular home, duplex, triplex, or quadruplex, or within 30  
9 days after receipt of the notice of claim involving an  
10 association of one or more units in a multifamily residential  
11 building, the person receiving the notice under subsection (1)  
12 may ~~contractor, subcontractor, supplier, and design~~  
13 ~~professional must~~ forward a copy of the notice of claim to  
14 each contractor, subcontractor, supplier, or design  
15 professional whom it reasonably believes is responsible for  
16 each defect specified in the notice of claim and shall note  
17 the specific defect for which it believes the particular  
18 contractor, subcontractor, supplier, or design professional is  
19 responsible. Each such contractor, subcontractor, supplier,  
20 and design professional may inspect the dwelling as provided  
21 in subsection (2) within 5 business days after receiving a  
22 copy of the notice.

23 (4) Within 15 ~~5 business~~ days after receiving a copy  
24 of the notice of claim pursuant to subsection (3) involving a  
25 single-family home manufactured or modular home, duplex,  
26 triplex, or quadruplex, or within 30 days after receipt of the  
27 copy of the notice of claim involving an association of one or  
28 more units in a multifamily residential building, the  
29 contractor, subcontractor, supplier, or design professional  
30 must serve a written response to the person ~~contractor,~~  
31 ~~subcontractor, supplier, or design professional~~ who forwarded

1 ~~served~~ a copy of the notice of claim. The written response  
2 shall include a report, if any, of the scope of any inspection  
3 of the dwelling, the findings and results of the inspection, a  
4 statement of whether the contractor, subcontractor, supplier,  
5 or design professional is willing to make repairs to the  
6 dwelling or whether such ~~he or she~~ ~~disputes the claim~~ is  
7 disputed, a description of any repairs they are ~~he or she is~~  
8 willing to make to remedy the alleged construction defect, and  
9 a timetable for the completion of such repairs.

10 (5) Within 45 ~~25~~ days after receiving the notice of  
11 claim involving a single-family home, manufactured or modular  
12 home, duplex, triplex, or quadruplex, or within 75 days after  
13 receipt of a copy of the notice of claim involving an  
14 association of one or more units in a multifamily residential  
15 building, the person who received notice under subsection (1)  
16 ~~each contractor, subcontractor, supplier, or design~~  
17 ~~professional~~ must serve a written response to the claimant.  
18 The response shall be served to the attention of the person  
19 who signed the notice of claim, unless otherwise designated in  
20 the notice of claim. The written response must provide:

21 (a) A written offer to remedy the alleged construction  
22 defect at no cost to the claimant, ~~including a report of the~~  
23 ~~scope of the inspection, the findings and results of the~~  
24 ~~inspection,~~ a detailed description of the proposed repairs  
25 necessary to remedy the defect, and a timetable for the  
26 completion of such repairs;

27 (b) A written offer to compromise and settle the claim  
28 by monetary payment and a timetable for making payment ~~to be~~  
29 ~~paid within 30 days after the claimant's acceptance of the~~  
30 ~~offer; or~~

31



1        (c) A written offer to compromise and settle the claim  
2 by a combination of repairs and monetary payment, including a  
3 detailed description of the proposed repairs and a timetable  
4 for the completion of such repairs and making payment; or

5        ~~(d)(c)~~ A written statement that the person ~~contractor,~~  
6 ~~subcontractor, supplier, or design professional~~ disputes the  
7 claim and will not remedy the defect or compromise and settle  
8 the claim.

9        ~~(6) If the contractor, subcontractor, supplier, or~~  
10 ~~design professional offers to remedy the alleged construction~~  
11 ~~defect or compromise and settle the claim by monetary payment,~~  
12 ~~the written response must contain a statement that the~~  
13 ~~claimant shall be deemed to have accepted the offer if, within~~  
14 ~~15 days, or 45 days for an association, after service to the~~  
15 ~~written response, the claimant does not serve a written~~  
16 ~~rejection of the offer on the contractor, subcontractor,~~  
17 ~~supplier, or design professional.~~

18        ~~(6)(7)~~ If the person receiving a notice of claim  
19 pursuant to subsection (1)~~contractor, subcontractor,~~  
20 ~~supplier, or design professional~~ disputes the claim and will  
21 neither remedy the defect nor compromise and settle the claim,  
22 or does not respond to the claimant's notice of claim within  
23 the time provided in subsection (5), the claimant may, without  
24 further notice, proceed with an action against that person ~~the~~  
25 ~~contractor, subcontractor, supplier, or design professional~~  
26 for the claim described in the notice of claim. Nothing in  
27 this chapter shall be construed to preclude a partial  
28 settlement or compromise of the claim as agreed to by the  
29 parties and, in that event, the claimant may, without further  
30 notice, proceed with an action on the unresolved portions of  
31 the claim.

1           ~~(7)~~(8) A claimant who receives ~~rejects~~ a timely  
2 settlement offer must accept or reject the offer made by  
3 serving the contractor, subcontractor, supplier, or design  
4 ~~professional must serve~~ written notice of such acceptance or  
5 rejection on the person making the offer ~~contractor,~~  
6 ~~subcontractor, supplier, or design professional~~ within 15  
7 days, or 45 days for an association, after receiving service  
8 ~~of the settlement offer. If a claimant initiates an action~~  
9 without first accepting or rejecting the offer, the court  
10 shall abate the action upon timely motion until the claimant  
11 complies with this subsection.~~The claimant's rejection must~~  
12 ~~contain the settlement offer with the word "rejected" printed~~  
13 ~~on it. After service of the rejection,~~The claimant may  
14 proceed with an action ~~against the contractor, subcontractor,~~  
15 ~~supplier, or design professional~~ for the claims in the notice  
16 of claim only after first timely and properly serving a notice  
17 of rejection of the settlement offer without further notice.

18           ~~(8)~~(9) If the claimant timely and properly accepts the  
19 offer to repair an alleged construction defect, the claimant  
20 shall provide the offeror and the offeror's agents reasonable  
21 access to the claimant's dwelling during normal working hours  
22 to perform the repair by the agreed-upon timetable as stated  
23 in the offer. If the offeror of a contractor, subcontractor,  
24 ~~supplier, or design professional and the contractor,~~  
25 ~~subcontractor, supplier, or design professional~~ does not make  
26 the payment or repair the defect within the agreed time and in  
27 the agreed manner, except for reasonable delays beyond the  
28 control of the offeror, including, but not limited to, weather  
29 conditions, delivery of materials, claimant's actions, or  
30 issuance of any required permits,the claimant may, without  
31 further notice, proceed with an action against the offeror

1 based upon contractor, subcontractor, supplier, or design  
2 professional for the claim in the notice of claim. If the  
3 offeror a claimant accepts a contractor's, subcontractor's,  
4 supplier's, or design professional's offer and the contractor,  
5 subcontractor, supplier, or design professional makes payment  
6 or repairs the defect within the agreed time and in the agreed  
7 manner, the claimant is barred from proceeding with an action  
8 against the contractor, subcontractor, supplier, or design  
9 professional for the claim described in the notice of claim or  
10 as otherwise provided in the accepted settlement offer.

11 ~~(10) If the claimant accepts the offer of a~~  
12 ~~contractor, subcontractor, supplier, or design professional to~~  
13 ~~repair an alleged construction defect, the claimant shall~~  
14 ~~provide the contractor, subcontractor, supplier, or design~~  
15 ~~professional and its contractors or other agents reasonable~~  
16 ~~access to the claimant's dwelling during normal working hours~~  
17 ~~to perform the repair by the agreed-upon timetable as stated~~  
18 ~~in the offer.~~

19 (9)~~(11)~~ ~~The failure of a claimant or a contractor,~~  
20 ~~subcontractor, supplier, or design professional to follow the~~  
21 ~~procedures in this section is admissible in an action.~~  
22 However, This section does not prohibit or limit the claimant  
23 from making any necessary emergency repairs to the dwelling as  
24 are required to protect the health, safety, and welfare of the  
25 claimant. In addition, any the offer of a contractor,  
26 subcontractor, supplier, or design professional to remedy an  
27 alleged construction defect or to compromise and settle the  
28 claim by monetary payment does not constitute an admission of  
29 liability with respect to the defect, and shall not be  
30 admissible in an action to show the existence of a defect.

31

1           ~~(10)(12)~~ A claimant's mailing of the written notice of  
2 claim under subsection (1) tolls the applicable statute of  
3 limitations relating to any person covered by this chapter and  
4 any bond surety until the later of:

5           (a) Sixty days, or 120 days, as applicable, after  
6 receipt of the contractor, subcontractor, supplier, or design  
7 professional receives the notice of claim pursuant to  
8 subsection (1); or

9           (b) Thirty days after the end of the repair period or  
10 payment period stated in the offer, if the claimant has  
11 accepted the offer. By stipulation of the parties, the period  
12 may be extended and the statute of limitations is tolled  
13 during the extension.

14           ~~(11)(13)~~ The procedures in this chapter ~~section~~ apply  
15 to each alleged construction defect. However, a claimant may  
16 include multiple defects in one notice of claim. The initial  
17 list of construction defects may be amended by the claimant to  
18 identify additional or new construction defects as they become  
19 known to the claimant. The court shall allow the action to  
20 proceed to trial only as to alleged construction defects that  
21 were noticed and processed as set forth in this chapter and as  
22 to construction defects reasonably related to, or caused by,  
23 the construction defects previously noticed. Nothing in this  
24 subsection shall preclude other actions.

25           ~~(12)(14)~~ This chapter does ~~Sections 558.001-558.003 of~~  
26 ~~this act do~~ not:

27           (a) Bar or limit any rights, including the right of  
28 specific performance to the extent such right would be  
29 available in the absence of this act, any causes of action, or  
30 any theories on which liability may be based, except as  
31 specifically provided in this chapter ~~act~~;

1 (b) Bar or limit any defense, or create any new  
2 defense, except as specifically provided in this chapter act;  
3 or

4 (c) Create any new rights, causes of action, or  
5 theories on which liability may be based.

6 (13) The person receiving notice of claim under  
7 subsection (1) shall be deemed, for insurance purposes, to  
8 have been legally obligated to make the repairs or the  
9 monetary payment as if the claimant had recovered a judgment  
10 against such person in the amount of the cost of the repairs,  
11 and the amount of the monetary payment, if any, if the  
12 claimant has accepted the offer.

13 (14)(15) To the extent that an arbitration clause in a  
14 contract for the sale, design, construction, or remodeling of  
15 a dwelling conflicts with this section, this section shall  
16 control.

17 (15) Upon request, the claimant and the person  
18 receiving notice pursuant to subsection (1) shall have a  
19 mutual duty to exchange all available discoverable evidence  
20 relating to the construction defects, including, but not  
21 limited to, expert reports, photographs, and videotapes, if  
22 any. In the event of subsequent litigation, any party who  
23 failed to provide such evidence shall be subject to such  
24 sanctions as the court may impose for a discovery violation.  
25 Expert reports exchanged between the parties may not be used  
26 in any subsequent litigation for any purpose, unless the  
27 expert, or a person affiliated with the expert, testifies as a  
28 witness or the report is used or relied upon by an expert who  
29 testifies on behalf of the party for whom the report was  
30 prepared.

31

1 Section 5. Section 558.005, Florida Statutes, is  
2 amended to read:

3 558.005 ~~Contract of sale~~provisions; application--

4 (1) Except as otherwise provided in subsections (3)  
5 and (4), the provisions of this chapter shall control every  
6 contract for the design, construction, or remodeling of a  
7 dwelling entered into on or after July 1, 2004, if the notice  
8 as set forth in subsection (2) is conspicuously set forth in  
9 capitalized letters as ~~Upon entering into a contract for the~~  
10 ~~sale, design, construction, or remodeling of a dwelling, the~~  
11 ~~contractor, subcontractor, supplier, or design professional~~  
12 ~~shall provide notice to the owner of the dwelling of the~~  
13 ~~contractor's, subcontractor's, supplier's, or design~~  
14 ~~professional's right to offer to cure construction defects or~~  
15 ~~pay to settle alleged construction defects before a claimant~~  
16 ~~may commence an action against the contractor, subcontractor,~~  
17 ~~supplier, or design professional. Such notice must be~~  
18 ~~conspicuous and may be included as part of the contract.~~

19 (2) The notice required by subsection (1) must be in  
20 substantially the following form:

21  
22 CHAPTER 558 NOTICE OF CLAIM

23 CHAPTER 558, FLORIDA STATUTES ~~LAW~~ CONTAINS IMPORTANT  
24 REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL  
25 ACTION FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A  
26 ~~CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL~~  
27 FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS  
28 BEFORE YOU BRING ANY LEGAL ACTION FILE YOUR LAWSUIT, YOU MUST  
29 DELIVER TO THE OTHER PARTY TO THIS CONTRACT ~~CONTRACTOR,~~  
30 ~~SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL~~ A WRITTEN  
31 NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS

1 YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON ~~YOUR~~  
2 ~~CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN~~  
3 ~~PROFESSIONALS~~ THE OPPORTUNITY TO INSPECT THE ALLEGED  
4 CONSTRUCTION DEFECTS AND TO CONSIDER MAKING ~~MAKE~~ AN OFFER TO  
5 REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE  
6 NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE ~~MADE BY THE~~  
7 ~~CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN~~  
8 ~~PROFESSIONALS~~. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER  
9 THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT  
10 YOUR INTERESTS.

11 (3) After receipt of the initial notice of claim, a  
12 claimant and the person receiving notice under s. 558.004(1)  
13 may, by written mutual agreement, alter the procedure for the  
14 notice of claim process described in this chapter.

15 (4) This chapter applies to all actions accruing on or  
16 after July 1, 2004, and all actions commenced on or after such  
17 date, regardless of the date of sale, issuance of a  
18 certificate of occupancy or its equivalent, or substantial  
19 completion of the dwelling. Notwithstanding the notice  
20 requirements of this section for contracts entered into on or  
21 after July 1, 2004, this chapter applies to all actions  
22 accruing before July 1, 2004, but not yet commenced as of July  
23 1, 2004, and failure to include the notice requirements of  
24 this section in a contract entered into prior to July 1, 2004,  
25 does not operate to bar the procedures of this chapter from  
26 applying to all such actions.

27 Section 6. If any provision of this act or the  
28 application thereof to any person or circumstance is held  
29 invalid, the invalidity does not affect other provisions or  
30 applications of this act which can be given effect without the  
31

1 invalid provision or application, and to this end the  
2 provisions of this act are declared severable.

3 Section 7. This act shall take effect July 1, 2004.

4  
5 STATEMENT OF SUBSTANTIAL CHANGES CONTAINED IN  
6 COMMITTEE SUBSTITUTE FOR  
7 Senate Bill 3046

8 The committee substitute amends s. 558.003, F.S., to provide  
9 for the abatement of an action by the court upon a timely  
10 motion. It deletes the requirement in s. 558.004(1), F.S.,  
11 that the claimant must provide evidence that depicts the  
nature and cause of the construction defect. It amends s.  
558.003(2), F.S., to provide for coordination of inspection,  
notice, and other requirements regarding destructive testing.

12 The committee substitute amends s. 558.003(4), F.S., to  
13 require notice within 15 days instead of 15 business days. It  
14 amends s. 558.003(5)(a), F.S., to delete the report of the  
15 scope of inspection, and the findings and results of the  
16 inspection of the written offer. It amends s. 558.003(7),  
F.S., to provide that the court shall abate an action if a  
claimant initiates an action without first accepting or  
rejecting an offer of settlement.

17 The committee substitute amends s. 558.003(8), F.S., to allow  
18 for reasonable delays to the agreement to repair an alleged  
19 construction defect. It amends s. 558.003(9), F.S., to  
20 provide for emergency repairs required to protect the health,  
21 safety, and welfare of the claimant. It eliminates the  
22 inspection report exclusion to admissibility of evidence. It  
23 provides that the mailing of notice tolls the statute of  
24 limitations. It provides that the notice requirement of s.  
25 558.003(1), F.S., does not preclude other actions.

26 The committee substitute creates s. 558.003(15), F.S., to  
27 provide for the exchange of information between the parties,  
28 and the use of expert reports in subsequent litigation. It  
29 amends the contract notice form in s. 558.005(2), F.S., to  
30 provide that the deadlines and procedures in Florida law must  
31 be followed in order to protect the claimant's interests. It  
amends s. 558.005(4), F.S., to provide for the applicability  
of ch. 558, F.S., to actions accruing on July 1, 2004, but not  
yet commenced as of that date.