

HOUSE

AMENDMENT NO. _____

Offered by

of

1 AMEND House Committee Substitute for Senate Substitute for Senate
2 Bill No. 202, Page 2, Section 130.028, Line 48, by inserting
3 after all of said line the following:

4 "429.010. 1. Any person who shall do or perform any work
5 or labor upon land, rent any machinery or equipment, or use any
6 rental machinery or equipment, or furnish any material, fixtures,
7 engine, boiler or machinery for any building, erection or
8 improvements upon land, or for repairing, grading, excavating, or
9 filling of the same, or furnish and plant trees, shrubs, bushes
10 or other plants or provides any type of landscaping goods or
11 services or who installs outdoor irrigation systems under or by
12 virtue of any contract with the owner or proprietor thereof, or
13 his or her agent, trustee, contractor or subcontractor, or
14 without a contract if ordered by a city, town, village or county
15 having a charter form of government to abate the conditions that
16 caused a structure on that property to be deemed a dangerous
17 building under local ordinances pursuant to section 67.410, upon
18 complying with the provisions of sections 429.010 to 429.340,
19 shall have for his or her work or labor done, machinery or
20 equipment rented or materials, fixtures, engine, boiler,
21 machinery, trees, shrubs, bushes or other plants furnished, or
22 any type of landscaping goods or services provided, a lien upon
23 such building, erection or improvements, and upon the land
24 belonging to such owner or proprietor on which the same are
25 situated, to the extent of three acres; or if such building,
26 erection or improvements be upon any lot of land in any town,
27 city or village, or if such building, erection or improvements be
28 for manufacturing, industrial or commercial purposes and not
29 within any city, town or village, then such lien shall be upon

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1 such building, erection or improvements, and the lot, tract or
2 parcel of land upon which the same are situated, and not limited
3 to the extent of three acres, to secure the payment of such work
4 or labor done, machinery or equipment rented, or materials,
5 fixtures, engine, boiler, machinery, trees, shrubs, bushes or
6 other plants or any type of landscaping goods or services
7 furnished, or outdoor irrigation systems installed; except that
8 if such building, erection or improvements be not within the
9 limits of any city, town or village, then such lien shall be also
10 upon the land to the extent necessary to provide a roadway for
11 ingress to and egress from the lot, tract or parcel of land upon
12 which such building, erection or improvements are situated, not
13 to exceed forty feet in width, to the nearest public road or
14 highway. Such lien shall be enforceable only against the
15 property of the original purchaser of such plants unless the lien
16 is filed against the property prior to the conveyance of such
17 property to a third person. For claims involving the rental of
18 machinery or equipment to others who use the rental machinery or
19 equipment, the lien shall be for the reasonable rental value of
20 the machinery or equipment during the period of actual use and
21 any periods of nonuse taken into account in the rental contract,
22 while the machinery or equipment is on the property in question.

23 2. There shall be no lien involving the rental of machinery
24 or equipment unless:

- 25 (1) The improvements are made on commercial property;
- 26 (2) The amount of the claim exceeds five thousand dollars;

27 and

- 28 (3) The party claiming the lien provides written notice
29 within five business days of the commencement of the use of the
30 rental machinery or equipment to the property owner that rental
31 machinery or equipment is being used upon their property. Such
32 notice shall identify the name of the entity that rented the
33 machinery or equipment, the machinery or equipment being rented,
34 and the rental rate. Nothing contained in this subsection shall
35 apply to persons who use rented machinery or equipment in
36 performing the work or labor described in subsection 1 of this
37 section.

1 3. (1) No lien shall be permitted on behalf of a
2 collective bargaining unit fringe benefit fund with respect to
3 all employee benefits, dues, and fringe costs arising out of the
4 performance of work by a subcontractor or a lower tier
5 subcontractor unless:

6 (a) a. The subcontractor or lower tier subcontractor is
7 delinquent, which means being at least thirty days late, in
8 making timely payments of employee benefits, dues, or fringe
9 costs to the fund.

10 b. If the fund has actual knowledge that the delinquency
11 relates to work performed on a particular project, the fund shall
12 advise the original contractor for the project in question in
13 writing of the fact of such delinquency, identifying the
14 subcontractor or lower tier subcontractor at issue and an
15 approximation of the amount of the obligation at issue within
16 fifteen days after the subcontractor or lower tier subcontractor
17 at issue becomes delinquent in payment.

18 c. If the fund does not have the actual knowledge described
19 in subparagraph b. of this paragraph at a time that will permit
20 it to comply with the timing requirements of subparagraph b. of
21 this paragraph, the fund shall provide the written notice
22 required by subparagraph b. of this paragraph within ten days
23 after the fund acquires such actual knowledge.

24 d. An original contractor or subcontractor may make a
25 request in writing for a written confirmation from the fund
26 confirming that for a specific subcontractor or any of its
27 specifically identified lower tier subcontractors with respect to
28 a specifically identified project, all employee benefits, dues,
29 and fringe costs arising out of the performance of the work on
30 such project by the subcontractor and all of its lower tier
31 subcontractors otherwise due to the fund have been paid. Such
32 written requests shall be deemed effective if sent by certified
33 mail, return receipt requested. The fund shall respond in
34 writing by certified mail, return receipt requested, to such a
35 request for confirmation within ten days of the fund's receipt of
36 the request; and

37 (b) The fund has timely and accurately responded to any

1 request for confirmation made under the terms of paragraph (a) of
2 this subdivision.

3 (2) The obligations of this subsection shall apply with
4 equal force and effect to like claims by a fund under a payment
5 bond issued by an original contractor on a construction project,
6 regardless of whether such construction project is a private
7 project or a public works project."; and

8 Further amend said title, enacting clause and intersectional
9 references accordingly.