

I OPPOSE [HB 3385]...as written.

<https://olis.oregonlegislature.gov/liz/2023R1/Downloads/MeasureDocument/HB3385/Introduced>

[HB 3385] states, "...**“major residential contractor”** means a residential contractor that is: (a) A general contractor; and (b) **A company that offers securities registered with the United States Securities and Exchange Commission for sale to the general public...**" What does the aforementioned have anything to do with the contracted work?

[HB 3385] bores the reader to near death by a rudimentary trip down Contract Law 101. All three (3) contract formation conditions are presented (precedent, concurrent and subsequent) but Oregon's Uniform Commercial Code [UCC] is not mentioned.

[HB 3385] states, "...**This subsection does not prohibit a major residential contractor from retaining properly collected amounts after a contract price decrease....**" The aforementioned could be an element of the contract itself requiring surrender of a prorated amount.

A twenty-thousand dollar [\$20,000.00] change order may have issues concerning the, "Oregon Residential Specialty Code (ORSC)." <https://www.oregon.gov/bcd/codes-stand/Documents/2021orsc-significant-changes.pdf>

[HB 3385] states, "...The major residential contractor may initiate an action or suit or pursue other available remedies to collect the balance of the moneys due under a contract described in subsection (2) of this section only if: (a) The property owner refuses a board offer to mediate the dispute; or (b) The board declares after reasonable effort that the board cannot resolve the dispute by mediation...."

The aforementioned implies the, "**major residential contractor**" must utilize the, "**Construction Contractors Board**" to effect remedy. Contract formation could integrate conditions to go forward filing a cause of action without utilizing the Oregon Construction Contractors Board. True, pursuing an administrative remedy is preferred by the courts but in doing so, either party or both parties may lose their right to proceed to litigation because the issue(s) at bar have been administratively adjudicated by a duly appointed and recognized state agency.

Oregon Construction Contractors Board: <https://www.oregon.gov/ccb/Pages/index.aspx>

**Who to look out for prior to signing any contract: <https://www.oregon.gov/ccb/Pages/buyer-beware.aspx>

David S. Wall
Mr. Oregon Concurs.
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