

PA 11-149

HB6598

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**CONNECTICUT
GENERAL ASSEMBLY
HOUSE**

**PROCEEDINGS
2011**

**VOL.54
PART 14
4474 – 4836**

cd/rgd/gbr
HOUSE OF REPRESENTATIVES

120
May 25, 2011

Necessary for passage	73
Those voting Yea	126
Those voting Nay	19
Those absent and not voting	6

SPEAKER DONOVAN:

The bill as amended is passed.

Are there any announcement or points of personal privilege?

Hearing none, will the Clerk please call Calendar Number 371.

THE CLERK:

On page 19, Calendar 371, Substitute for House Bill Number 6598, AN ACT CONCERNING OFFERS OF COMPROMISE IN CONSTRUCTION CONTRACT ARBITRATION PROCEEDINGS AND MEDIATION AND ARBITRATION OF CONSTRUCTION CONTRACTS, favorable report of the Committee on Judiciary.

SPEAKER DONOVAN:

The chairman of the Judiciary Committee, Representative Fox.

REP. FOX (146th):

Thank you, Mr. Speaker.

I move for the acceptance of the Joint Committee's favorable report and passage of the

bill.

SPEAKER DONOVAN:

The question is on acceptance of the Joint Committee's favorable report and passage of the bill.

Representative Fox, will you remark?

REP. FOX (146th):

Thank you, Mr. Speaker.

The testimony that came before the Judiciary Committee was that there in -- in many instances involving construction contracts, those types of cases because of their complication and because of the expertise that is needed in resolving them, they often head to arbitration where they are decided by an agreed upon arbitrator or arbitrators. In those situations there is, however, no mechanism by which to facilitate settlements, such as we have in our current statutes dealing with civil cases called an offer of compromise. And what this does is it will permit an offer of compromise to be filed in arbitration cases involving these construction contracts.

Mr. Speaker, there also is an amendment, LCO Number 6259. I would ask that the Clerk call the

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amendment and I be allowed to summarize.

Excuse me. I used the wrong LCO Number --
6671.

SPEAKER DONOVAN:

Will the Clerk please call LCO 6671, which will
be designated House Amendment Schedule "A."

THE CLERK:

LCO Number 6671, House "A," offered by
Representatives Fox, Hetherington and Morin and
Senator Slossberg.

SPEAKER DONOVAN:

The Representative seeks leave of the Chamber
to summarize the amendment.

Is there objection to summarization? Is there
objection?

Hearing none, Representative Fox, you may
proceed with summarization.

REP. FOX (146th):

Thank you, Mr. Speaker.

This section will allow for a contractor in the
event of a claim violation by a state agency to --
to have a due process in a hearing with respect to
that claim. Also, there's a, I believe, a technical
provision as well. And I urge adoption of the

amendment. ,

SPEAKER DONOVAN:

The question before the Chamber is adoption of House Amendment Schedule "A."

Will you remark further on the amendment?

Representative Hetherington of the 125th.

REP. HETHERINGTON (125th):

Thank you, Mr. Speaker.

The amendment, which actually I am a cosponsor of, I believe, resolves several important questions and I -- I would urge its adoption. Thank you.

SPEAKER DONOVAN:

Thank you, sir.

Will you remark further on the amendment before us? Will you remark further?

If not, I will try your minds. All those in favor please signify by saying aye.

REPRESENTATIVES:

Aye.

SPEAKER DONOVAN:

All those opposed, nay.

The ayes have it. And the amendment is
adopted.

Will you remark further on the bill as amended?

Will you remark further on the bill as amended.

If not, will staff and guest -- oops,
Representative Smith of the 108th.

REP. SMITH (108th):

Thank you, Mr. Speaker.

Just a few questions for the proponent, if I
may?

SPEAKER DONOVAN:

Please proceed, sir.

REP. SMITH (108th):

I know in our -- in our civil cases that
generally there's a time frame in which you make an
offer to compromise and the opposing side has a
certain amount of time in which to respond, and it
seems to be provided for that in this bill as well.
But I just want to be clear just for the legislative
intent, it seems that there's 30 days to respond to
an offer to compromise or sooner if an award is
rendered before that; is that correct?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

That is correct and it is intended to mirror the -- the statute with respect to offers of compromise in civil actions.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

And the reason I ask that because it appears that what could happen in this situation is that an offer of compromise could be made during a hearing and an award could be rendered shortly after that hearing, say, within 10 days, but if the other party fails to respond or accept the offer of compromise then in that situation the interest that set forth later on in the statute would -- would apply; is that correct?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

That is correct.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

And I also noticed in line 43 that the interest runs from the date of the demand for arbitration and not the date of the offer; is that correct?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

That is correct. It would -- and I'm sure the Representative knows that's comparable to the way our civil statute works. It would be run to the -- from the date of filing.

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

Thank you, Mr. Speaker.

And then just one more question. If I'm reading the bill correctly, it indicates that if the award comes in higher than the legal fees that -- I'm sorry -- if the award comes in higher than the offer of compromise, then the person who made the offer of compromise, being the successful party would then be entitled to recover. In fact, the

court or the arbitrator is -- is required to award legal fees, costs and -- I think that's it. Is that your understanding?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

Yes, that's my understanding.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

Thank you, Mr. Speaker.

So that's a little bit different as I understand it than then we have in the civil practice. In a civil practice you're just allowed to recover your interests if it, in fact, is higher than the -- if the award is higher than the offer to compromise. In this scenario, the judge or the arbitrator is now mandated to award legal fees as another additional means of recovery. And I'm just wondering what the -- why there is a difference in this scenario.

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

That is correct. However, there are in -- when an offer of compromise is awarded, you do get interest but you can -- there are certain costs of judgment which you'd also be eligible for in a civil action. In this case, because of the complexity, I would presume, of the construction-type arbitrations that it was determined that should also be included.

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

And I thank you for that answer.

And then just one more question, if I may?

If the -- if the offer comes in, say, lower -- or if the award comes in lower than the offer, is there any right of recovery of legal fees for the person who failed to accept the offer?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

Absent some other contractual provision, I
would say, no.

SPEAKER DONOVAN:

Representative Smith.

REP. SMITH (108th):

Thank you -- thank you, Mr. Speaker.

And thank the good Chairman from the Judiciary
Committee for his answers.

SPEAKER DONOVAN:

Representative Shaban of the 135th.

REP. SHABAN (135th):

Thank you, Mr. Speaker.

Through you, a question for the proponent.

SPEAKER DONOVAN:

Please proceed.

REP. SHABAN (135th):

Thank you, sir.

Two questions, really. I just wanted to
confirm the reading here. I guess this statute will
not apply to construction contracts with the State?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Through you, Mr. Speaker.

That is correct.

SPEAKER DONOVAN:

Representative Shaban.

REP. SHABAN (135th):

And -- and through you, Mr. Speaker.

Do you envision -- and you, kind of, touch upon this before. If parties to the -- the construction contract include a provision in that contract that says the provisions of wherever this law is going to become do not apply. Would you view that waiver -- contractual waiver provision as enforceable?

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Fox.

REP. FOX (146th):

Thank you, Mr. Speaker.

Through you, and the good Representative asked this question in committee as well, and the answer would be, yes, I would deem that -- I would find that provision to be enforceable that sophisticated parties could enter into an agreement as they chose.

Through you, Mr. Speaker.

SPEAKER DONOVAN:

Representative Shaban.

REP. SHABAN (135th):

Thank you, Mr. Speaker.

And I thank the gentleman for his responses.

Thank you.

SPEAKER DONOVAN:

Thank you, Representative.

Will you remark further on the bill as amended?

Will you remark further on the bill as amended?

If not, will staff and guest please come to the well of the House? Will members please take their seats. The machine will be opened.

(Deputy Speaker Altobello in the Chair.)

THE CLERK:

The House of Representatives is voting by roll call. Members to the Chamber. The House is voting by roll call. Members to the Chamber please.

DEPUTY SPEAKER ALTOBELLO:

Have all the members voted? Have all members voted? Please check the board to make sure your

vote is properly cast.

If all members have voted, the machine will be locked.

Will the Clerk please take a tally.

And would the Clerk please announce the tally.

THE CLERK:

House Bill 6598 as amended by House "A."

Total Number voting 144

Necessary for passage 73

Those voting Yea 144

Those voting Nay 0

Those absent and not voting 7

DEPUTY SPEAKER ALTOBELLO:

The bill as amended is passes.

Would the Clerk please call Calendar 59.

THE CLERK:

On page 3, Calendar 59, Substitute for House Bill Number 6238, AN ACT CONCERNING THE ACTUAL CASH VALUE OF A BUILDING, favorable report of the Committee on Insurance and Real Estate.

DEPUTY SPEAKER ALTOBELLO:

Representing Morris Cove and other fine areas of New Haven, Representative Megna of the 97th, you have the floor.

**JOINT
STANDING
COMMITTEE
HEARINGS**

**JUDICIARY
PART 18
5574 – 5939**

2011

REP. FOX: Thank you.

Are there questions?

No. Well, thank you very much for your testimony.

Roger Chapman and Matthew Hallisey.

MATTHEW HALLISEY: Good afternoon, Representative Fox and members of the Judiciary Committee. My name is Matthew Hallisey. I'm director of Government Relations and Legislative Council for Connecticut Construction Industry Association. CCIA is comprised about 350 members and represents the commercial construction industry in Connecticut. With me is Roger Chapman of Blakeslee, Arpaia, Chapman, a heavy civil marine construction contractor in Branford and a CCIA member. We're here to testify on behalf of CCIA in support of House Bill 6598, AN ACT CONCERNING OFFICE OF COMPROMISED AND CONSTRUCTION CONTRACT ARBITRATION PROCEEDINGS AND MEDIATION AND ARBITRATION OF CONSTRUCTION CONTRACTS.

We have submitted written remarks to the committee, as well. And I want to thank the committee for raising the concept and holding a public hearing on the bill. House Bill 6598 allows an offer of compromise to be made during an arbitration of a construction contract and prohibits construction contract provisions that require mediation or arbitration to be held outside of Connecticut.

As arbitration has become more common in resolving construction contract disputes, it has become more structured, formal and costly. Much like in civil actions where an offer of compromise helps to facilitate timely settlement of litigation, an offer of compromise in

arbitration of construction contract disputes would help expedite the resolution of increasingly complex construction matters and save resources for parties to the dispute. Also the added interest in the bill would help level the playing field for many contractors and subcontractors, give some leverage to smaller contractors and provide an incentive to settle arbitrations.

Section 2 of the bill would amend the law on adjudication of commercial construction contracts in this state. The statute specifies that in certain contracts for work performed on a construction site in Connecticut, a provision that requires that any dispute arising under the contract be adjudicated in or under the laws in the state other than Connecticut is void and of no effect. More construction contract disputes are being resolved through mediation or arbitration as alternatives to litigation. Smaller contractors or subcontractors are put at a disadvantage by contractors that are able to leverage resources and resolve disputes under mediation or arbitration rules in jurisdictions that are more favorable for them, thus mediation and arbitration should be added to the terms of the statute.

Lastly, the bill is substantially similar to a bill that was approved by the Judiciary Committee last session in a bipartisan amendment from House leadership of the committee filed in that chamber at the end of the session.

Thank you for the opportunity to testify and at this time I'll turn it over to Mr. Chapman to add any comments, and after his remarks, we'd be happy to answer any questions you might have.

ROGER CHAPMAN: Good afternoon. Thank you for a

opportunity to explain our problem here a bit.

The present law does not require offer of compromise, offer of judgment or whatever the term is for it for this year and in a commercial construction arbitration, the -- the view -- the effect of the compromise offer of compromise is that the parties seeking payment makes an offer and the party who is defending will evaluate the offer and if he takes it, the -- the -- if the party who is pressing for payment accepts the payment, then the proceedings end.

The -- this eliminates a -- what could be a long time and expensive procedure. The aggrieved party doesn't have to go through a long process if his offer is accepted. The party to whom the offer is given does not have to go through a long procedure. If the offer is accepted -- it's used in many other forms, offer of judgment, offer of compromise, and used in construction arbitration with private parties it would be relieving people in the industry from considerable expense.

REP. FOX: Can I ask a question on this? Because the way I understand it more and more construction cases are proceeding to arbitration and that's just a better way to do it because given the detail that has to be involved, given the -- the timing that sometimes is required in terms of getting everyone together, the scheduling of all the individuals involved and some of the complexity of the cases that it makes sense to go to arbitration in a lot of construction contracts. Is that -- is that what you've -- you have found and seen -- like disputes would be arising from construction contracts.

ROGER CHAPMAN: It is being used a great deal and there are some drawbacks with arbitration that are avoided with litigation and it's up to the

parties to make their decision.

REP. FOX: And some of the -- a lot of the contracts themselves actually have -- have arbitration provisions in there; is that -- that's my understanding.

ROGER CHAPMAN: There's many, many subcontracts -- standard form subcontracts require arbitration. The AIA requires arbitration, but given their own desires, I think, many times -- many times the parties would prefer to do it in litigation because the rules are a little more firm. You know exactly what's going to be done and there are -- there are arguments on both sides.

REP. FOX: And you also, as I understand it, there are certain attorneys who hold themselves as arbitrators who are experts in construction and that that's also an advantage to going to arbitration, which why a lot of people -- a lot of litigants may -- may choose that option. And then what I understand that this bill would do is enable the offer of compromise that's available in our civil litigation cases to also be available in these types of arbitration proceedings and it will work essentially the same way. Is that my understanding, correct? That is my understanding; is that correct? I mean.

ROGER CHAPMAN: Well, there is no -- there is no appeal from arbitration generally. And the law provides some measure of appeal, but I don't think that ever happens.

MATTHEW HALLISEY: But, yes, Mr. Chairman, that is the case. The original bill was modeled after the -- the offer of compromise statute. And there are a number of attorneys who do practice construction law who have a lot of experience and they do -- they do serve as arbitrators in these matters,

yes.

REP. FOX: Okay. And for those people that are involved in these cases, it can be very complex. It can be sometimes very high stakes involved. And if they want somebody who -- who knows what they're doing essentially, and what this will do is also and, perhaps, encourage settlement which is the same basis for the offer of compromise in our -- in our courts, and potentially bring these cases to resolution.

MATTHEY HALLISEY: Exactly.

REP. FOX: Okay. Well, thank you.

Are there any other questions?

Well, thank you very much.

MATTHEW HALLISEY: Thank you.

ROGER CHAPMAN: Thank you, sir.

REP. HOLDER-WINFIELD: Next, we'll hear from Cheri Bragg.

CHERI BRAGG: Good afternoon, members of the Judiciary Committee. My name is Cheri Bragg, coordinator of Keep the Promise Coalition, which is comprised of people living with mental illness, their family members, providers and advocates dedicated to ensuring that a comprehensive community mental health system is created and sustained in Connecticut.

The Coalition is here today in favor of House Bill 6638, AN ACT CONCERNING JUVENILE JUSTICE that would ens -- help ensure smooth, on time implementation of Raised the Age for 17-year-olds, which as you've heard has already

SB1164

CONNECTICUT CONSTRUCTION INDUSTRIES ASSOCIATION, INC.

MATT HALLISEY



912 Silas Deane Highway
Wethersfield, CT 06109

Tel 860 529 6855

Fax 860.563 0616

ccia-info@ctconstruction.org

www.ctconstruction.org

House Bill 6598, An Act Concerning Offers of Compromise in Construction Contract Arbitration Proceedings and Mediation and Arbitration of Construction Contracts

Judiciary Committee

April 1, 2011

CCIA Position: Support

Connecticut Construction Industries Association, Inc. (CCIA) represents the commercial construction industry in the state and seeks to advance and promote a better quality of life for all citizens in the state. Formed over 40 years ago, CCIA is an organization of associations, where all sectors of the commercial construction industry work together to advance and promote their shared interests. CCIA is comprised of about 350 members, including contractors, subcontractors, suppliers and affiliated organizations representing many sectors of the construction industry. CCIA members have a long history of providing quality work for the public benefit.

CCIA **supports** House Bill 6598, An Act Concerning Offers of Compromise in Construction Contract Arbitration Proceedings and Mediation and Arbitration of Construction Contracts, and respectfully requests that the Judiciary Committee approve the bill. CCIA also thanks the committee for raising the bill.

House Bill 6598 allows an offer of compromise to be made during an arbitration of a construction contract; adds 8% interest to the amount of a construction arbitration award if a plaintiff recovers an amount equal to or greater than his offer of compromise; and prohibits construction contract provisions that require mediation or arbitration to be held outside of Connecticut.

In recent years, more and more construction contract disputes are going to arbitration rather than litigation. Arbitration was designed to be a less formal, more efficient and a less costly dispute resolution mechanism as an alternative to litigation. In arbitration, a third party serves in the role of arbitrator, chosen by mutual agreement of the parties involved and is typically someone who has experience in construction or specialized knowledge of the subject under dispute. The third party may make a decision that is binding on the participants.

As arbitration has become more common in resolving construction contract disputes, the mechanism has become more structured, formal and costly for some parties. Evidence is offered, witnesses are involved and the proceedings are more protracted and a resolution can take longer or be delayed. Thus the need for House Bill 6598. Much like in civil actions, where an offer of compromise helps to facilitate timely settlement of litigation, an offer of compromise should be possible in arbitration of construction contract disputes. It would help expedite the resolution of increasingly complex construction matters and save resources for parties to the dispute. The process would work much like in litigation.



A party may, after making a demand for arbitration pursuant to the contract and before a final award is rendered by the arbitration panel, send to the opposing party a written offer of compromise, offering to settle all of the claims set forth in the arbitration for a sum certain. Within thirty days after being notified of the offer of compromise and before a final award is rendered, the opposing party may reply with a written acceptance of the offer of compromise agreeing to settle the claims. If the opposing party does not accept the offer of compromise within thirty days and before a final award is rendered, the offer of compromise is considered rejected. After a final arbitration award is issued and upon application of any party to a construction contract to confirm, vacate, modify or correct the award, any party who made an offer of compromise which the opposing party failed to accept may file with the court proof of the offer. If the court confirms the arbitration award and determines that the party has recovered an award equal to or greater than the party's offer of compromise, the court is required to add 8% annual interest on the total amount of the award, in addition to any interest awarded by the arbitrator plus reasonable attorney's fees and costs.

Allowing an offer of compromise to be made during an arbitration of a construction contract, coupled with the additional interest award, would help level the playing field for many contractors and subcontractors in these disputes. Additionally, it would help facilitate a fair and equitable settlement of construction cases. The added interest would give some leverage to smaller contractors and provide an incentive to settle arbitrations.

Section 2 of House Bill 6598 would add to a provision in the general statutes governing adjudication of construction contracts in this state, which was adopted in 1999 as part of An Act Concerning Fairness in Financing in the Construction Industry. Conn. Gen. Stat. §42-158m specifies that, in certain commercial contracts for work performed on a construction site in Connecticut, a provision that purports to require that any dispute arising under the contract be adjudicated in or under the laws of a state other than Connecticut is void and of no effect, regardless of whether the construction contract was executed in this state.

However, more construction contract disputes are being resolved through alternatives to adjudication, or litigation, by utilizing mediation or arbitration. Thus, it makes sense to add mediation and arbitration to the terms of the statute. Some smaller contractors or subcontractors are put at a disadvantage by contractors that are able to leverage resources and resolve disputes under mediation or arbitration rules in jurisdictions that may be more favorable to them. The state should adopt a policy that does not put contractors in Connecticut at a disadvantage. It would also ensure that these cases be mediated or arbitrated in Connecticut, which would also prevent resources from moving outside the state.

House Bill 6598 is substantially similar to 2010 House Bill 5379, An Act Concerning Offers of Compromise in Arbitration of Construction Contracts, which was approved by the Judiciary Committee, and a bipartisan amendment filed in the House at the end of the session.

Please contact Matthew Hallisey, Director of Government Relations and Legislative Counsel for CCIA, at 860-529-6855, if you have any questions or if you need additional information.

MICHELSON, KANE, ROYSTER & BARGER, P.C.

ATTORNEYS AND COUNSELORS AT LAW

RICHARD L. BARGER
 STEVEN B. KAPLAN
 MARK E. BLAKEMAN†
 CHRISTOPHER W. HUCK†

HARTFORD SQUARE NORTH
 TEN COLUMBUS BOULEVARD
 HARTFORD, CONNECTICUT 06106

Telephone (860) 522-1243
 Facsimile (860) 548-0194
www.mkrb.com

PAUL S. TAGATAC
 PAUL R. FITZGERALD†
 BETH N. MERCIER

† ALSO ADMITTED IN MASSACHUSETTS

Testimony of Attorney Steven B. Kaplan
Legal Counsel to the Connecticut Subcontractors Association
Re: Raised Bill 6598—
An Act Concerning Offers of Compromise in Construction Contract Arbitration Proceedings
and Mediation and Arbitration of Construction Contracts
April 1, 2011

My name is Steven Kaplan. I am a partner with the Hartford law firm of Michelson, Kane, Royster & Barger, P.C. in Hartford, where I have concentrated in the area of construction law for 30 years. I routinely represent contractors, subcontractors, construction managers, design professionals, and owners in all matters involving contracts for public and private construction. I am Legal Counsel to the Connecticut Subcontractors Association, as well as Chairman and a founding member of the Construction Law Section of the Connecticut Bar Association. I also have mediated and arbitrated scores of construction cases, as an advocate and also as a mediator and arbitrator.

The Connecticut Subcontractors Association (CSA) supports Raised Bill 6598, An Act Concerning Offers of Compromise in Construction Contract Arbitration Proceedings and Mediation and Arbitration of Construction Contracts. The CSA thanks the Judiciary Committee for considering this important legislation.

The CSA is a leading trade association that represents the interests of construction trade contractors in Connecticut. Virtually all of CSA's members are trade contractors who work in public and private construction in Connecticut, and oftentimes find themselves involved in mediation or arbitration proceedings.

It is a fact of life in the construction industry that disputes arise despite the good faith efforts by all parties involved, and these frequently lead to mediation (non-binding settlement conferences) and then arbitration if the case does not settle. Be reminded that for all matters subject to the scope of the bill, arbitration is a matter of contract or mutual agreement between the parties that supplants judicial proceedings as the binding dispute resolution mechanism for the parties. [There are statutory arbitration proceedings in state construction contracts that are not subject to the bill.]

House Bill 6598 addresses two important aspects of consensual arbitration and mediation:

Section 1— This section provides a practical, workable mechanism for an “offer of compromise” to be utilized in arbitration proceedings. Presently, Conn. Gen. Stat. §52-192a provides for an offer of compromise in civil litigation. The pending bill would implement a virtually identical mechanism for arbitration proceedings. That is, prior to the issuance of a final award by the arbitrator,

a party can submit a confidential offer of compromise to the other party. If that offer is accepted, the matter is resolved. If the offer is rejected, and the offering party eventually recovers an equal or greater amount than the offer of compromise, then a court that confirms the award as a judgment would add eight percent interest to the award commencing from the date of the arbitration demand. [Note that private arbitration awards are subject to confirmation as judgments in the courts through longstanding statutory procedures.]

As with the offer of compromise provision for civil litigation under §52-192a, the bill incentivizes the parties to settle arbitration cases, and properly compensates parties who submitted reasonable settlement offers that were rejected by the other party. Especially in the case of trade contractors who are seeking payment for work performed, this mechanism would help to avoid lengthy and expensive arbitration proceedings. It also would compensate those parties who attempted to settle cases on a reasonable basis, but were thwarted by an unreasonable counterpart. As such, it would help to level the playing field in construction arbitration proceedings, which oftentimes involve disputes between parties of unequal financial strength.

Section 2—This section clarifies the language of Conn. Gen. Stat. §42-158m. Consistent with the original intent of the statute (which CSA supported), it clarifies that all construction disputes pertaining to projects located in Connecticut will be arbitrated or mediated (as well as litigated) in Connecticut and pursuant to our state law.

Thanks again to the Chairmen and all members of the Judiciary Committee for considering the CSA's comments on this important legislation.

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**CONNECTICUT
GENERAL ASSEMBLY
SENATE**

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SENATE

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June 7, 2011

Moving now to calendar page 22, Calendar 563,
House Bill Number 6600.

Madam President, move to place the item on the
Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

Thank you, Madam President.

Continuing calendar page 22, Calendar 564,
House Bill Number 6598.

Madam President, move to place this item on the
Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

Thank you, Madam President.

An additional item on calendar page 22:
Calendar 566, House Bill Number 5585.

Move to place the item on the Consent Calendar.

THE CHAIR:

So ordered.

SENATOR LOONEY:

Thank you, Madam President.

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June 7, 2011

Mr. Clerk.

THE CLERK:

Immediate roll call's been ordered in the Senate on the Consent Calendar. Will all Senators please return to the Chamber. Immediate roll call's been ordered in the Senate on the Consent Calendar. Will all Senators please return to the Chamber.

THE CLERK:

Madam President, the items placed...

THE CHAIR:

I would ask the Chamber to be quiet please so we can hear the call of the Calendar for the Consent Calendar.

Thank you.

Please proceed, Mr. Clerk

THE CLERK:

Madam President, the items placed on the first Consent Calendar begin on calendar page 5, Calendar 336, House Bill 5697.

Calendar page 7, Calendar 421, Substitute for House Bill 6126.

Calendar page 8, Calendar 449, Senate Bill 1149.

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Calendar page 10, Calendar 470, Substitute for House Bill 5340. Calendar 474, Substitute for House Bill 6274. Calendar 476, House Bill 6635.

Calendar page 12, Calendar 499, Substitute for House Bill 6638. Calendar 500, House Bill 6614. Calendar 508, House Bill 6222.

Calendar page 13, Calendar 511, House Bill 6356. Calendar 512, Substitute for House Bill 6422. Calendar 514, House Bill 6590. Calendar 515, House Bill 6221. Calendar 516, House Bill 6455.

Calendar page 14, Calendar 517, House Bill 6350. Calendar 519, House Bill 5437. Calendar 522, House Bill 6303.

Calendar page 15, Calendar 523, Substitute for House Bill 6499. Calendar 524, House Bill 6490. Calendar 525, House Bill 5780. Calendar 526, House Bill 6513. Calendar 527, Substitute for House Bill 6532.

Calendar page 16, Calendar 528, House Bill 6561. Calendar 529, Substitute for House Bill 6312. Calendar 530, Substitute for House Bill 5032. Calendar 532, House Bill 6338.

Calendar page 17, Calendar 533, Substitute for House Bill 6325. Calendar 534, House Bill 6352.

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Calendar 536, House Bill 5300. Calendar 537, House
Bill 5482.

calendar page 18, Calendar 543, House Bill 6508.

Calendar 544, House Bill 6412. Calendar 546,
Substitute for House Bill 6538. Calendar 547,
Substitute for House Bill 6440. Calendar 548,
Substitute for House Bill 6471.

Calendar page 19, Calendar 550, Substitute for
House Bill 5802. Calendar 551, House Bill 6433.
Calendar 552, House Bill 6413. Calendar 553,
Substitute for House Bill 6227.

Calendar page 20, Calendar 554, Substitute for
House Bill 5415. Calendar 557, Substitute for House
Bill 6318. Calendar 558, Substitute for House Bill
6565.

Calendar page 21, Calendar 559, Substitute for
House Bill 6636.

Calendar page 22, Calendar 563, Substitute for
House Bill 6600. Calendar 564, Substitute for House
Bill 6598. Calendar 566, House Bill 5585.

Calendar page 23, Calendar 568, Substitute for
House Bill 6103. Calendar 570, Substitute for House
Bill 6336. Calendar 573, Substitute for House Bill
6434.

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Calendar page 24, Calendar 577, Substitute for
House Bill 5795.

Calendar page 25, Calendar 581, House Bill
6354.

Calendar page 26, Calendar 596, Substitute for
House Bill 6282. Calendar 598, Substitute for House
Bill 6629.

Calendar page 27, Calendar 600, House Bill
6314. Calendar 601, Substitute for House Bill 6529.
Calendar 602, Substitute for House Bill 6438.
Calendar 604, Substitute for House Bill 6639.

Calendar page 28, Calendar 605, Substitute for
House Bill 6526. Calendar 608, House Bill 6284.

Calendar page 30, Calendar number 615,
Substitute for House Bill 6485. Calendar 616,
Substitute for House Bill 6498.

Calendar page 31, Calendar 619, Substitute for
House Bill 6634. Calendar 627, Substitute for House
Bill 6596.

Calendar page 32, Calendar 629, House Bill
5634. Calendar 630, Substitute for House Bill 6631.
Calendar 631, Substitute for House Bill 6357.
Calendar 632, House Bill 6642.

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Calendar page 33, Calendar 634, Substitute for
House Bill 5431. Calendar 636, Substitute for
House, correction, House Bill 6100.

Page 34, Calendar 638, Substitute for House
Bill 6525.

Calendar page 48, Calendar 399, Substitute for
Senate Bill 1043.

Calendar page 49, Calendar 409, Substitute for
House Bill 6233. Calendar 412, House Bill 5178.
Calendar 422, Substitute for House Bill 6448.

Calendar page 52, Calendar 521, Substitute for
House Bill 6113.

Madam President, that completes the item placed
on the first Consent Calendar.

THE CHAIR:

Thank you, sir.

We call for another roll call vote. And the
machine will be open for Consent Calendar number 1.

THE CLERK:

The Senate is now voting by roll on the Consent
Calendar. Will all Senators please return to the
Chamber. The Senate is now voting by roll on the
Consent Calendar, will all Senators please return to
the Chamber.

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Senator Cassano, would you vote, please, sir.

Thank you.

Well, all members have voted. All members have voted. The machine will be closed, and Mr. Clerk, will you call the tally?

THE CLERK:

Motion is on option Consent Calendar Number 1.

Total Number Voting	36
Those voting Yea	36
Those voting Nay	0
Those absent and not voting	0

THE CHAIR:

Consent Calendar Number 1 has passed.

Senator Looney.

SENATOR LOONEY:

Thank you, Madam President.

We might stand at ease for just a moment as we prepare the next item..

THE CHAIR:

The Senate will stand at ease.

(Chamber at ease.)