

1-1 By: Darby, et al. (Senate Sponsor - Eltife) H.B. No. 2049
 1-2 (In the Senate - Received from the House May 5, 2015;
 1-3 May 5, 2015, read first time and referred to Committee on Business
 1-4 and Commerce; May 18, 2015, reported adversely, with favorable
 1-5 Committee Substitute by the following vote: Yeas 7, Nays 1;
 1-6 May 18, 2015, sent to printer.)

1-7 COMMITTEE VOTE

	Yea	Nay	Absent	PNV
1-8			X	
1-9				
1-10	X			
1-11		X		
1-12	X			
1-13	X			
1-14	X			
1-15	X			
1-16	X			
1-17	X			

1-18 COMMITTEE SUBSTITUTE FOR H.B. No. 2049 By: Taylor of Galveston

1-19 A BILL TO BE ENTITLED
 1-20 AN ACT

1-21 relating to indemnification and duties of engineers and architects
 1-22 under certain governmental contracts.

1-23 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-24 SECTION 1. Section 271.904, Local Government Code, is
 1-25 amended to read as follows:

1-26 Sec. 271.904. ENGINEERING OR ARCHITECTURAL SERVICES
 1-27 CONTRACTS: INDEMNIFICATION LIMITATIONS; DUTIES OF ENGINEER OR
 1-28 ARCHITECT. (a) A covenant or promise in, in connection with, or
 1-29 collateral to a contract for engineering or architectural services
 1-30 to which a governmental agency is a party is void and unenforceable
 1-31 if the covenant or promise provides that a licensed engineer or
 1-32 registered architect whose work product is the subject of the
 1-33 contract must indemnify orhold harmlessthe
 1-34 governmental agency against liability for damage, other than
 1-35 liability for damage to the extent that the damage is caused by or
 1-36 results from an act of negligence, intentional tort, intellectual
 1-37 property infringement, or failure to pay a subcontractor or
 1-38 supplier committed by the indemnitor or the indemnitor's agent,
 1-39 consultant under contract, or another entity over which the
 1-40 indemnitor exercises control.

1-41 (b) Except as provided by Subsection (c), a covenant or
 1-42 promise in, in connection with, or collateral to a contract for
 1-43 engineering or architectural services to which a governmental
 1-44 agency is a party is void and unenforceable if the covenant or
 1-45 promise provides that a licensed engineer or registered architect
 1-46 whose work product is the subject of the contract must defend a
 1-47 party, including a third party, against a claim based wholly or
 1-48 partly on the negligence of, fault of, or breach of contract by the
 1-49 governmental agency, the agency's agent, the agency's employee, or
 1-50 other entity, excluding the engineer or architect or that person's
 1-51 agent, employee, or subconsultant, over which the governmental
 1-52 agency exercises control. A covenant or promise may provide for the
 1-53 reimbursement of a governmental agency's reasonable attorney's fees
 1-54 in proportion to the engineer's or architect's liability.

1-55 (c) Notwithstanding Subsection (b), a governmental agency
 1-56 may require in a contract for engineering or architectural services
 1-57 to which the governmental agency is a party that the engineer or
 1-58 architect name the governmental agency as an additional insured
 1-59 under the engineer's or architect's general liability insurance
 1-60 policy and provide any defense provided by the policy.

