

So, Senator Pirsch and I have been getting along for several years now and I fear this is the end of a beautiful relationship, but at any rate, she is a lady and so are the other ladies and gentlemen involved in this bill, but, Mr. Speaker, there is an amendment, at least one as I understand and I was wondering whether or not we should accept the amendment to the amendment or amendments to the amendment prior to my explaining the committee amendments or if you wish to have me explain the committee amendments first?

SPEAKER MARVEL: Do you want to repeat your request, Senator Nichol?

SENATOR NICHOL: My question was I think at least Senator Fenger has an amendment to the committee amendments and I don't know if there are others or not but I wondered if you wanted to take up that amendment to the committee amendment first or whether you wanted me to explain the committee amendments first.

SPEAKER MARVEL: Do you want to explain the committee amendments and then we will go to Senator Fenger.

SENATOR NICHOL: All right, I have passed out a three or four sheet explanation of LB 512. If you would like I could go through that with you. If you have read it, you probably would not like to but briefly 512 as amended by the Judiciary Committee strikes the original provisions of 512 as I pointed out a minute ago and inserted LB 514. The notice provision is required to be supplied by prime contractors and sellers of real estate to contracting owners and purchasers of real estate. The notice must state that those who perform labor and supply materials have a right to place liens on the property to secure payment for services provided. The recipient is advised to obtain lien waivers, title insurance or consult an attorney as to other possible alternatives. The first notice: The prime contractor is required to provide this notice to the contracting owner on or before the date of final payment or within five days of the commencement of work, whichever is earlier. Failure to timely provide this notice results in the prime contractor losing all lien rights for services or materials provided before the notice is given. The prime contractor is also made liable for any loss suffered by the contracting owner due to the failure to provide timely notice. The Judiciary Committee amendments removed a provision that stated subcontractors and material men also lost their lien rights for services