

IN SUPPORT OF SENATE BILL 1575

February 29, 2024

To our representatives considering SB 1575. I am a licensed professional engineer, small business owner, and Salem, Oregon resident. I started our engineering firm in 2008 headquartered in Salem, OR. In reviewing SB 1575, please ask yourself these questions:

- Do you want the engineers designing bridges, buildings, transmission lines, and other critical infrastructure focused on engineering, calculations, and safety or defending public agencies?
- Do you want to encourage the state to retain and attract engineers who are in high demand by keeping them focused on their passions and engineering pursuits or worry about having to defend a client for actions the engineer may not be able to control?
- Do you want to encourage engineers, and STEM living wage earners, to form businesses in their community that support their communities and the great state of Oregon?
- Did you know it can take over 1 year to find and recruit a licensed engineer who is qualified to design public projects for a small engineering company?
- Did you know it can cost up to \$50,000 in head-hunter/recruitment fees to find and secure a single qualified licensed engineer as an employee?
- How many legal/medical and other professional firms do you know of in your community? How many engineering firms in your community can you think of?

My point, engineers are in high demand, and are very limited as to ones that specialize in building systems, construction, and public works.

These are some of the questions I ask myself as a business owner. I find the “duty to defend” clauses odd, and more importantly “at-odds” with the overall STEM goals for Oregon. I believe our state has challenges for retaining and attracting engineers and businesses who are qualified to provide engineering to our communities. Duty to defend clauses makes engineers second guess what fields, and specializations they want to go pursue.

Not only are duty-to-defend clauses uninsurable, they are un-priceable. In other words, there is no quantifiable way to include a fee/cost to a project for a duty-to-defend clause.

The duty-to-defend clause assigns risk to the engineer, without providing any rewards to the engineer for doing so. It is simply not equitable to move all the risk to one party (engineer),

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and keep all the rewards (public agency). Ultimately, this leads to engineers moving into other fields, or worse other locations.

I believe the “duty to defend” stifles innovations in Oregon and does not support STEM.

Please support and vote YES on SB 1575 by removing an uninsurable, unfair, unequitable, duty to defend clause from public contracts.

Respectfully Submitted,

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