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To: CCTF Dcbs <Dcbs.Cctf@state.or.us>
Date: Mon, Oct 31, 2005 10:42 PM
Subject: Construction Woes

CC: <RHaynes668@aol.com>, <Jim@VarcoConsulting.com>
October 31, 2005
To Whom It May Concern,

If an effort to make the "System" better is at hand, we would suggest the list of items below be considered. No competent building contractor should have any problem with any of these suggestions. As an explanation of why we suggest this list, please listen to our horror story by reading beyond the list.

1. The Construction Contractors Board currently requires that each contractor carry a \$10,000 bond. We would suggest (and it would seem logical) to require the contractor to have a bond equal to the contract price of the project upon which he is working. This would at least offer the consumer some form of protection.

2. The only requirement the CCB puts upon a building contractor is a few hours of class that consists mainly preparing the proper paper work. Contractors aren't even required to identify a hammer, nail, or a particular item on a blue print. The CCB should have a certification process for issuing a license, insuring some degree of competence of the individual/entity being licensed. This becomes even more necessary for a contractor licensed for "all structures".

3. We would suggest that, in the event the consumer prevailed in any legal proceeding, reasonable attorney fees be awarded the consumer and paid by the offending contractor and/or his bonding company.

4. If there is a valid complaint presented to Construction Contractors Board, Office of Administrative Hearings, or the Building Codes Division, they should be obligated to proceed and not dissuade the consumer by indicating a likelihood of success or a cost vs. return argument. Either there is a valid complaint or there isn't.

5. Have a civilian review board for these organizations similar to those in place for police organizations or, at a minimum, an equal public representation on CCB and BCD panels, boards, and committees.

6. If it is a code requirement, force the counties to inspect for it, especially such basic items as foundations, roofing, brace panels, etc. The consumer is paying a permit fee; the county should be held accountable for failure to inspect structural components properly.

7. If a building code infraction is observed by an inspector that was either missed by a previous inspector or altered after a previous inspection, force the county to note the infraction or become liable.

As to our story, it consists of a two-story addition. The 2nd story was to be attached to the existing structure at one end and be partially supported by four posts at the far end. Both the 2nd story and the 1st were to be totally enclosed. By leading the county to believe that the only foundation was to be four pier pads for the four posts, the contractor built four 2' X 2' forms, and had them inspected successfully. After the inspection, the contractor removed the 4 forms and built a 20' X 22' form out of 2" X 4" lumber and proceeded to have the concrete poured (without any inspections of these new forms).

This foundation is woefully inadequate for a two-story structure and would never pass inspection. Lincoln County's point of view was that "they had never been called to inspect this "new" foundation" and therefore, had no culpability, even though they came out to the site on several occasions and performed a subsequent framing and insulation inspection. Yet no inspector ever questioned why their computer records had recorded no foundation/forms/stem wall inspection. One inspector did come out and look at our leaky foundation and tried to convince us that it was poured correctly even when it lacked footers and stem walls that were contained in the approved county plan on file.

Our house is in a seismic zone 4. In addition, it is routinely exposed to high coastal winds in excess of 90 MPH.

Brace panels are required by code for structural integrity for both lateral earth movement and wind shear. The county inspectors require that they be installed. However, the county does not inspect to see if they were installed. There were no brace panels installed in our addition.

The existing structure is sided in clear beveled cedar. The contractor installed siding with knotholes missing that were larger than a quarter. In documenting this, a siding expert was hired and he discovered that all the new siding was installed improperly as well as being below grade.

The new roof and the old were joined improperly, the underlayment was cut in many places when installing the shingles, and the new shingles were not weaved properly with the old in order to prevent water intrusion. The shingles were not applied per the manufacturer's specifications in spite of being printed on the outer wrapping. Consequently, there were numerous leaks and, over the course of over 18 months that Construction Contractors Board process required, there was rot and carpenter ant infestation in both the new addition and the existing structure.

There were numerous other deficiencies such as load bearing walls not being properly supported and the new roof being improperly supported.

The bottom line is, of the work this contractor did; only the 2nd story framing and the insulation exist today. Everything else of this 800 sf addition had to be torn down and replaced: meaning the foundation, sheetrock, roof & siding.

We had to go through two separate hearings at Office of Administrative Hearings due to CCB regulations and this extended the process to over 18 months. We appeared before an administrative law judge twice, armed with documents and testimony from a structural engineer, the Lincoln County Building Official, his inspectors, a cedar siding expert, and a licensed home inspector, all supporting our position.

The contractor had no documents or experts of any kind to contradict our evidence or the testimony of our experts. His own worker would not even appear to testify on his behalf.

Yet, we received a net award of only approximately \$12,000. We would have been awarded more but the administrative law judge awarded the contractor over \$2,000 for an increase in size of the 2nd story even though the contractor testified under oath that he only requested \$300 and had submitted a change order in that amount. **The irony of this is the contractor not only got paid more than he asked and the structure was uninhabitable and deemed unsafe by a structural engineer!**

During the second hearing, the ALJ stated that he was not going to go through any of the transcribed testimony or certified tapes of the first hearing. Throughout the 2nd hearing, the judge "forgot" to turn on his tape recorder, laughed and joked with the contractor, and allowed the contractor to call the one of the complainants a bitch. Justice is supposed to be blind. Unfortunately for us, it was also deaf and dumb.

Throughout the process, the CCB was billed as "consumer friendly". Unfortunately, the CCB has no "enforcement" arm. That is referred to the Office of Administrative Hearings and there was nothing "Consumer Friendly" about the OAH. You have entered the convoluted legal system with all its traps and pitfalls. You are told both orally and in writing, "**You don't have to have a lawyer**" but you may want to consult with one." Having been exposed to this type of bias, the consumer weighs the costs of a lawyer along with the costs of repairing/rebuilding in a legal battle where the contractor may only have his \$10,000 bond to attach and foolishly proceeds without a lawyer expecting it to be friendly and expecting to win.

At the Building Codes Division, we were told that the contractor had built our home "out of sequence" since we had never had a real live foundation inspection and the building had been built nonetheless. But, because our claim was "small potatoes", we were told that the BCD would rather save their money and go after the bigger fish (even though our contractor was a repeat offender)! When we persisted, we were told that even though the contractor was at fault and they felt they could win a judgment, the contractor had dissolved his corporation so they had no one to serve or to mail a judgment to!

The deck is stacked against the consumer at every turn. It should at least be fair. It isn't. The CCB, OAH, and the BCD are nothing more than "feel good" organizations created to give the illusion that the consumer is being protected. All the while the crooked contractors know very well how to work the system. And the system itself seems to "wink" at the contractor's behavior by supplying nothing more than a sham of a consequence.

The monetary damages heaped upon us have been devastating; but no less devastating is the emotional rape provided by the CCB, BCD, OAH, and our own county inspectors. Any lay person could see our problem and determine who was at fault; only the "System" could miss it! Please put an end to this fraud and the bilking of the consumer and fix this inequitable system.

Respectfully,

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