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Off the Record...

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DIRT LAW®

Ten Things To Remember About Construction Liens

by Hafez Daraee | hafez.daraee@jordanschrader.com

Construction liens afford contractors a tremendous tactical advantage when payment disputes arise. Because of our turbulent economy, protecting your construction lien rights is even more important today.

Oregon's construction lien statutes (ORS 87, et seq.) and Washington's lien statutes (RCW 60.04, et seq.) outline the procedures a contractor must follow in order to protect lien rights.

1. Make sure you have a written contract before you do any work.

Having a written contract in place is perhaps the most important step each contractor should take. In certain instances, however, a written contract is a legal requirement. For example, under ORS 87.037, a contractor can lose construction lien rights if a written contract is required by ORS 701.305 and the contractor does not have one. ORS 701.305 in turn requires every contractor who works directly for the owner of a residential structure or a zero-lot-line dwelling to have a written contract, if the aggregate value of the work exceeds $2,000.

2. Make sure you are a licensed contractor for purposes of claiming a construction lien.

In Oregon and Washington, generally speaking, an unlicensed contractor may not claim or file a construction lien or enforce any payment rights. Make sure you know the requirements of your license, and make sure you do not allow your license or registration to lapse or be suspended.

And just because you have a CCB license or are registered with the Bureau of Labor & Industries, you may not be a licensed contractor for the purpose of claiming a construction lien. In Oregon, for example, a licensed contractor who works outside of the parameters of the license is deemed to be unlicensed. A common example of this is when an "exempt" contractor hires temporary hourly employees but does not properly change the exempt status on the license.

Washington's list of those considered to be contractors and thus required to be registered now includes developers, installers of cabinets or similar materials, consultants acting as general contractors, and those persons performing tree removal services. Moreover, as of July 2007, anyone who builds a residence but does not live in it for more than a year after substantial completion — a spec home, for example — is required to be registered. These changes are critically important for subcontractors or material suppliers because in order to have any lien rights, they must have been working for the owner or the construction agent of the owner, which is defined now as a registered contractor.

3. Do not assume you know the nature of the project.

In both Oregon and Washington, the requirements for perfecting a construction lien differ depending on whether the project is residential or commercial. Oregon, for example, does not require an Information Notice to Owner for commercial projects.

Make sure you consider the nature of the project when you consider how to protect your lien rights.

4. Make sure you provide the correct preclaim notice.

Both Oregon and Washington impose preclaim notice requirements on all contractors engaged in construction activities.

In Oregon, the information notice to owner and notice of right to a lien are required in residential projects. Every contractor who works on a residential project must take steps to ensure that the correct preclaim notice is given to the property party or risk losing lien rights or lien priority.

In Washington, any contractor (general or specialty) who contracts directly with the owner

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Fed Issues New Contractor Ethics and Integrity Regulations

by John J. Hickey | john.hickey@jordanschrader.com

The federal government has enacted new regulations intended to reinforce contractor ethics and integrity in response to misuse of disaster relief funds by a few unscrupulous contractors during the Hurricane Katrina relief effort. The new regulations went into effect on December 24, 2007, and generally apply to contractors or subcontractors working under contracts or subcontracts that directly benefit the federal government and that are expected to exceed $5 million. The regulations do not apply to state or local government contracts that merely receive federal money.

Written Code of Business Ethics and Conduct

If a contract is expected to exceed $5 million and to last 120 days or more, within 30 days after award of the contract, unless the Contracting Officer provides a longer period, contractors must provide a written code of business ethics and conduct to each employee engaged in the performance of the contract. Subcontracts that have a value in excess of $5 million and a performance period of more than 120 days must also comply with this requirement unless the subcontract is for the acquisition of a commercial item or is to be performed entirely outside of the United States.

If a contract is expected to exceed $5 million and to last 120 days or more, within 30 days after award of the contract, unless the Contracting Officer provides a longer period, contractors must provide a written code of business ethics and conduct to each employee engaged in the performance of the contract.

Awareness Program and Internal Control System

The awareness program and internal control system requirements apply to contractors and subcontractors who are required to have a code of business ethics and conduct and who are not Small Business Concerns under the Small Business Administration's regulations. In most cases, contractors and subcontractors must establish an ongoing business ethics and business conduct awareness program and an internal control system within 90 days after award of the contract. The internal control system must facilitate timely discovery of improper conduct and ensure that corrective measures are promptly instituted and carried out.

The internal control system should provide for: (1) periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the code of business ethics and conduct; (2) an internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports; (3) internal and/or external audits; and (4) disciplinary action for improper conduct.

Display of Hotline Posters

During contract performance in the United States, contractors must prominently display in common work areas any applicable agency's fraud-hotline poster or the Department of Homeland Security's poster if required by the contract or the Contracting Officer. The hotline poster regulation applies to contracts that exceed $5 million or a lesser amount established by the agency, if the agency has a fraud-hotline poster or if the contract is funded with disaster assistance funds. But if the contractor has implemented a business ethics and conduct awareness program that includes a reporting mechanism (such as a fraud hotline and the display of its own hotline poster), then the contractor need not display agency fraud-hotline posters unless the Department of Homeland Security mandates their display. If the contractor maintains a Website as a method of providing information to employees, the contractor must also display an electronic version of the poster on the Website. The hotline poster requirement also applies to subcontracts that exceed $5 million unless the subcontract is for the acquisition of a commercial item or is performed entirely outside of the United States.

Contractors who do business with the federal government should start planning for these requirements now. Because each contractor is unique, contractors should not assume that a standard code, awareness program, and internal control system will suffice. If you do business directly with the federal government, you should be talking to your peers, your attorney, and contracting officers about what will work for your business. That way, you can spend the first 30 days after award focused on the task at hand—building the project.

John J. Hickey, a professional civil engineer as well as an attorney, is one of several dual-professionals of Jordan Schrader Ramis's Dirt Law® practice group. John provides legal services to contractors, design professionals, developers, and other members of the construction community. John can be reached at 503.598.5578 or by e-mail at john.hickey@jordanschrader.com.

BOLI Commissioner Revises the Oregon Meal and Rest Period Rule

by Ronald G. Guerra | ron.guerra@jordanschrader.com

On January 12, 2009, Brad Avakian, Commissioner of the Bureau of Labor and Industries (BOLI), issued and implemented a new administrative rule to clarify and to update meal and rest period provisions. BOLI retained the requirement that employers provide employees with a 30-minute unpaid and uninterrupted meal period. But the new rule revises employer obligations if an employer does not provide the full 30-minute meal period or relieves an employee completely of all duties. The new rule is the product of recommendations made to Commissioner Avakian by the Meal and Rest Period Rules Advisory Committee and subsequent revisions made based on public comments to the proposed rule.

In announcing the new rule, BOLI stated:

"Under the new rule an employer who does not provide an employee with a 30 minute meal period in which the employee is relieved of all duties must be able to demonstrate that:

- Failure to provide a meal period was caused by unforeseeable equipment failures, acts of nature or other exceptional and unanticipated circumstances that only rarely and temporarily preclude the provision of a meal period;
- Industry practice or custom has established a paid meal period of less than 30 minutes (but no less than 20 minutes) during which employees are relieved from all duties; or
- Providing a 30 minute, unpaid meal period where the employee is relieved of all duties would impose an undue hardship on the operation of the employer's business."

The new rule is a significant departure from previous rules. The old rules did not require an employee to be relieved of all duties when "the nature or circumstances of the work prevent[ed] the employee from being relieved of all duty." In issuing the new rule, BOLI said:

"Determining an undue hardship would be dependent upon factors such as:

- The employer's cost of complying with the requirement to provide a meal period;
- The overall financial resources of the employer;
- The number of persons employed at the particular worksite and their qualifications to relieve the employee; the total number of persons employed by the employer; and the number, type and geographic separateness of the employer's worksites; and
- The effect providing the meal period would have on: the start-up or shutdown of machinery in continuous operation industrial processes; intermittent and unpredictable workflow not in the control of the employer or employee; the perishable nature of the materials used; and the safety and health of the employees, patients, clients, and the general public."

The burden will be on the employer to show that adequate meal and rest periods are provided to employees. Employers will also be required to maintain any notices provided to employees that a meal period is not provided. This notice must be retained for at least six months following termination of employment.

The revised rule does continue certain exceptions, such as:

- Rest periods are not required for employees 18 years of age or older, who are working less than five-hour shifts in retail or service establishments and working alone, provided that the employees are allowed to leave their stations to use restroom facilities as necessary;
- Collective bargaining agreements may modify the meal and rest period requirements in the rule; and
- Certain tipped food and beverage service employees can voluntarily waive meal periods.

Employers that do not provide a meal period under the new rule will be required beginning on March 16, 2009, to provide notice to each employee of the employer's policy, using a BOLI-prepared notice. The employer must still provide adequate but unpaid rest periods of no less than ten minutes for each four-hour work segment, during which the employee is relieved of all duties.

The burden will be on the employer to show that adequate meal and rest periods are provided to employees. Employers will also be required to maintain any notices provided to employees that a meal period is not provided. This notice must be retained for at least six months following termination of employment. For these reasons, employers should review their policies and determine how they will track and record that employees have taken meal and rest periods.

Ronald G. Guerra is a trial lawyer who handles the full range of disputes that arise out of the employment relationship. Ron also handles labor matters for both private and public clients. You can contact Ron at 503.598.5540 or by e-mail at ron.guerra@jordanschrader.com.

Building Green

by **John H. Baker** | john.baker@jordanschrader.com

The construction industry is facing a transformation. Energy costs linked with larger environmental issues are driving a growing demand for green development. Green buildings use less energy in construction and use and place a lighter burden on the environment than more traditional structures. The creation of green buildings requires fresh design ideas and the application of new building materials, systems, and construction methods.

In a world of change, designers and builders will find opportunities as well as new risks, and the success of their ventures will depend on at least these two familiar business principles.

1. Set achievable goals.

Green building comes with a new lexicon of goals and aspirations. Broadly stated performance aspirations, such as achieving *net zero* energy consumption, *carbon neutrality*, a return on green investment, or enhanced occupant productivity are often bandied about but may not mean the same thing to everyone. Assurances that certain green strategies will achieve such goals may be taken as promises, giving rise to damages if the goals are not met. Whether such a promise has been kept is difficult to ascertain, let alone prove or disprove, unless all involved agree about what will be measured and how and when it will be measured.

Energy and environmental rating systems provide standards against which environmental performance may be measured. Rating systems include the Green Building Initiative's *Green Globes*, the National Association of Homebuilders' *National Green Building Standard*, and the U.S. Green Building Council's *Leadership in Energy and Environmental Design* (LEED®). While LEED is probably the best known, each of these systems employs a scoring system that can be objectively applied to grade a building on the implementation of green strategies in the design, construction, and usage.

When selecting a system of measurement parameters, designers and builders should consider the agendas of owners and their backers. While the owner may express the desire to build green, seldom will he or she be prepared to abandon considerations of expense and taste to achieve it. Designers and builders must communicate matters of concern and listen for conflicts between the owner's expectations and the realities of green building. Be especially alert for the possibility that problems with product delivery and systems performance can derail a project's progress. Have alternative plans.

Each member of the green construction team should assess his or her own qualifications and make sure they are adequate for the undertaking. Investigate and engage qualified consultants and specialty contractors to bring experience to the project. If the project is bonded, consider performance bond provisions that require the surety to engage similarly qualified contractors to complete work if one of the team becomes insolvent.

Designers and builders should be careful to avoid creating unrealistic expectations. Avoid marketing and negotiating language that implies that one can achieve results that cannot be measured. Meeting the performance criteria of a rational and objective rating system will probably achieve improved energy and environmental performance but will not guarantee that any particular project will realize actual energy savings or meet any other specific performance goal.

2. Understand the stakes.

The economic influences behind green projects can present disproportionate risks to unwary builders and designers. Understanding the magnitude of the risks is as important as understanding their nature. Even if the risks are manageable, it may be wiser to pass up an opportunity if the penalty for failure far exceeds the reward for success.

A green project's economic viability will often be bolstered by regulatory, tax, or market incentives that are linked to its sustainability. The project can fail if the incentives are removed.

A green project's economic viability will often be bolstered by regulatory, tax, or market incentives that are linked to its sustainability. The project can fail if the incentives are removed. The following examples of *green* liability claims are offered to illustrate how disproportionate risks can arise.

A tenant rented space in a LEED certified building. While LEED points are available for taking steps to maintain a more healthy building environment, as well as for keeping track of occupant health and productivity, LEED standards do not ensure project-specific results. Nonetheless, the landlord's promotional information claimed that the building's occupants would be healthier and more productive. When the tenant's yearly performance records showed a contrary trend, the tenant sued the landlord *and the architect* for the value of the lease.

A $7.5 million condominium project was designed and built to achieve a LEED Silver rating, which would qualify the project for substantial state tax credits. The project was completed without defect or claim, but due to unanticipated

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Aggregate Producers — 2009 Legislative Watch

by Katie E. Jeremiah, Law Clerk | katie.jeremiah@jordanschrader.com & **John J. Hickey** | john.hickey@jordanschrader.com

It has been three years since the tragic Sago mine disaster took the lives of twelve miners, and lawmakers and government agencies are more concerned than ever about mine safety.

Mine and quarry operators face increased regulatory enforcement by the Mine Safety & Health Administration ("MSHA") and should prepare for more stringent mine safety legislation expected later this year.

Regulatory Enforcement

Enforcement of the 2006 "MINER Act" has become the top priority for MSHA. Since 2006, MSHA has hired 322 enforcement personnel, and citations for mine safety regulation violations have increased by 98 percent. Although MSHA's efforts appear to be working (the injury rate has declined by 24 percent), many interested organizations and mine operators claim that the resulting financial burden is too heavy.

Especially alarming is the increase in high-dollar citations. While penalty assessments formerly were in the range of $60 to $500, many local mine operators have recently been assessed penalties ranging from $12,000 to $82,000.

Operators are also concerned about the inordinate delay now common in contesting a citation. There are so many appeals today — because of the increase in citations — that cases may take years to be heard.

New Legislation

In 2008, lawmakers proposed the "S-MINER Act" as a comprehensive mine safety law, claiming that the 2006 MINER Act focused too narrowly on emergency response (The "S" stands for "Supplemental"). While the S-MINER Act did not become law, it will be introduced again this year and is very likely to pass under the current Congress.

Although the S-MINER Act is a response to underground coal mine disasters, above-ground quarry operations will be affected. Above-ground quarry operators will have to implement protocols typically reserved for underground operations, even though such protocols may serve no useful purpose above ground.

Operators should expect:

> **Although the S-MINER Act is a response to underground coal mine disasters, above-ground quarry operations will be equally affected. Above-ground quarry operators will have to implement protocols typically reserved for underground operations, even though such protocols may serve no useful purpose above ground.**

Higher Penalties

The Act will mandate minimum penalties of $500, $1,000, or $50,000, depending on whether MSHA deems the violation to be a "general," "significant and substantial," or "pattern" violation. It will also increase the maximum penalties for each type of violation (to $100,000, $150,000, and $250,000, respectively).

The significance of the increase in penalties is amplified when coupled with the fact that inspections rarely result in a single citation. In addition, employees will be faced with individual criminal and civil liability (which might include jail time) for any knowing and willful violations. Since MSHA is required to inspect each mine at least twice a year (four times for coal mines), the potential for severe penalties is high.

Total Mine Shutdown

Under the S-MINER Act, MSHA will have the authority to shut down an entire mine indefinitely until it decides that all identified violations have been corrected. Mere isolation of the affected area of a mine will no longer be an option.

No Discretion

Currently, MSHA has discretion when it assesses penalties to consider the effect on the operator's ability to continue in business. The S-MINER Act will eliminate that discretion and will also require higher penalties for large operators in order to deter future noncompliance.

Tighter Dust Standards

The S-MINER Act will reduce the limits of respirable dust to half the original limit.

What Next?

These are just a few of the major changes on the horizon. Mine and quarry operators need to be more aware than ever of the existing requirements and the coming changes. Questions or concerns about MSHA's enforcement practices or the S-MINER Act should be directed to legal counsel.

Coauthored by John J. Hickey and Katie E. Jeremiah. John is a professional civil engineer as well as an attorney, one of several dual-professionals of Jordan Schrader Ramis's Dirt Law® practice group. John provides legal services to contractors, design professionals, developers, and other members of the construction community and can be reached at 503.598.5578 or by email at john.hickey@jordanschrader.com. Katie, a law clerk, is graduating this spring from Lewis and Clark Law School.

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(including a tenant) must provide the owner—*before* beginning work—a "Notice to Customer" if the project concerns: (a) four or fewer residential units with a contract price of $1,000 or more; or (b) a commercial building with a contract price of between $1,000 and $60,000. The mandatory wording and format of the notice is contained in RCW 18.27.114(1).

In addition, *a signed acknowledgement of receipt* of the notice by the owner is required to be kept for at least three years, subject to inspection by the Department of Labor & Industries. Failure to timely provide the notice voids any lien rights the contractor may have. See RCW 18.27.114(4). While this rule does not go so far as to say that lien rights are voided for failing to have a signed acknowledgment, the contractor will undoubtedly be required to prove that the notice was provided. Without some form of signature, proving compliance with this requirement will be more difficult. Moreover, failure to obtain a signature could expose the contractor to monetary penalties.

Failing to provide the required notice could negate a contractor's ability to recover attorney fees and costs as part of the lien or could render the entire lien unenforceable.

5. Do not miss the deadline for providing a required preclaim notice.

Providing the appropriate preclaim notice is only half the challenge. The second half is providing the required preclaim notice in a timely manner. In Oregon, the notice must be provided within eight business days after a contractor commences providing labor, material, equipment, or services to the project. In Washington, the preclaim notice must be provided as soon as possible but not later than 10 days after supplies, material, or equipment is first provided to the project, if residential, and not later than 60 days if the project is commercial. A missed deadline could reduce the amount that can be claimed in the lien, could negate the right to recover attorney fees and costs, or could render the lien either wholly or partially unenforceable.

6. The only way to perfect a lien is by correctly recording a claim of construction lien.

Once work has ended or the contract has been terminated (rightfully or wrongfully), a contractor has a narrow window of opportunity within which to file a claim of lien.

In Oregon, the claim of construction lien must be filed within 75 days after ceasing to provide labor, materials, or equipment. In Washington, the lien claimant has 90 days to perfect a lien after ceasing to provide labor, materials, or equipment. To be effective, the claim of construction lien must be recorded with the county recorder in the county where the project took place (Oregon) or with the county auditor where the project took place (Washington).

Oregon, unlike Washington, imposes two additional post-filing notice requirements. First, written notice that a lien has been filed must be provided to the owner and to all mortgagees within 20 days after the claim of construction lien was recorded. Second, written notice of intent to file a foreclosure lawsuit must be given to the owner and all mortgagees at least 10 days before suit is filed. Both notices must be given in writing and sent via certified mail, return receipt requested. These two notices can and should be combined in a single letter.

7. Know the deadline for filing a lien foreclosure lawsuit.

Oregon law affords a construction lien claimant 120 days to file a lien foreclosure lawsuit after the lien has been recorded. A lien claimant in Washington has eight months to file a foreclosure action.

Regardless of the time allowed, the deadline to file a construction lien foreclosure suit is "jurisdictional," which means that the lien is invalid and unenforceable as a matter of law if the suit is filed too late.

8. Segregate the lien as much as possible—the more detail the better.

The law requires a reasonable level of detail in the claim of construction lien. Rarely is a construction lien rendered invalid because it provides too much detail. But numerous liens are invalidated in whole or in part because the court cannot break down the lien into its various components. Labor should be separated from materials and equipment. The more detail provided in the claim of construction lien the less likely it is that the lien will be attacked on this basis.

9. Do not try to protect suppliers or other subcontractors through your lien.

As tempting as it may be to include subcontractors or suppliers in your lien, especially if the subcontractor or supplier is your main source or a close friend, do not do it. While loyalty to subcontractors and suppliers is admirable, and including them is often the norm in this industry, the risk associated with such action is negating the entire construction lien. Keep in mind that all suppliers and subcontractors have lien rights and are responsible for protecting their own individual lien rights. The rule of thumb here is that contractors are not typically allowed to protect lien rights belonging to others. The rationale behind this rule is that the lien is rendered invalid because it contains sums for labor and material not directly provided by the lien claimant. One possible exception to this general rule of thumb is if the subcontractor or supplier has been paid directly by the contractor. If this is the case, then the amount of any such payment can be included in the lien as a segregated line item.

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Reconciling FMLA/OFLA Still Difficult

by Ronald G. Guerra | ron.guerra@jordanschrader.com

The U.S. Department of Labor had 15 years to observe the courts' interpretations of the regulations applying to the Federal Family Medical Leave Act of 1993 (FMLA) and to digest comments and concerns voiced by the various factors impacted by the regulations. After considerable reflection, new regulations were issued and became final on January 16, 2009. The final rules' preamble states that the new rules are intended to improve communications between employers and employees and to provide clarity for interpreting the rules. Those worthy goals have been fully realized.

Numerous changes favorably impact employers and their administration of these cumbersome rules. But reconciling the new federal rules with Oregon's rules regulating the Oregon Family Leave Act (OFLA) is still a work in progress. For a comparison of the former FMLA regulations, the new federal regulations, and the OFLA administrative rules, visit the Oregon Bureau of Labor & Industries (BOLI) website: www.oregon.gov/BOLI.

If an employee is eligible for leave under both FMLA and OFLA and the rules differ, the employer must apply the regulation that is most beneficial to the employee's circumstances. For example, under the new FMLA regulations, to qualify as having a "serious health condition" involving continuing treatment, the employee must make an in-person visit to a doctor within seven days of the first day of incapacity. OFLA has no such provision. Consequently, you must apply the regulation more beneficial to the employee — in this case, BOLI has determined that following the OFLA rule is more beneficial.

Reconciling Oregon and federal laws concerning this subject matter is still one of the most difficult tasks that covered Oregon employers face. Employers are encouraged to obtain legal counsel prior to embarking on the application of the new federal rules.

Ronald G. Guerra is a trial lawyer who handles the full range of disputes that arise out of the employment relationship. Ron also handles labor matters for both private and public clients. You can contact Ron at 503.598.5540 or by e-mail at ron.guerra@jordanschrader.com.

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10. The right to recover attorney fees is your most powerful tool.

Nothing puts fear into an owner or prime contractor like the prospect of having to pay the lien claimant's attorney fees on top of the lien amount. And nothing takes this bargaining chip away faster than failing to comply with the statutory requirements for filing a claim of construction lien.

To ensure that lien rights are protected at all times, a contractor should approach each job with the assumption that a construction lien will be required before payment is received.

Most mistakes are made while attempting to perfect a claim of lien at the very last second. Last-minute filing mistakes typically result in the loss of the right to recover attorney fees and costs. If this right is lost and the claimed amount is not large enough to justify the expense of a lawsuit on its own, the loss of the right to recover attorney fees will be the difference between getting paid and leaving all the money on the table.

Contractors should view and respect the construction lien laws as they do trusted tools — never forget you have them and know how to use them properly. Construction lien rights are often the difference between receiving timely payment and not being paid at all.

Hafez Daraee is a member of Jordan Schrader's Dirt Law® and Business practice groups. Hafez regularly advises businesses and individuals in matters relating to litigation strategy and avoidance, construction law matters, corporate governance, and real estate development. Hafez can be reached at (503) 598-5579 or by e-mail at hafez.daraee@jordanschrader.com.

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delays it was finished too late to qualify for the tax credit. As a result, the developer sued the contractor for more than $1 million for the contractor's failure to build a "green building" in conformance with the LEED system.

The most shocking story of disproportionate loss involves an urban development that was allowed a density bonus if the developer achieved LEED certification. When the project was completed, the developer was unable to deliver the promised rating. The city then withheld the developer's occupancy permits, demanding removal of the additional space.

Too little is known of these examples to speculate on how they should be resolved. But they do exemplify the kinds of economic interests that may be at stake when a project's success relies on its sustainability. By understanding the potential for loss, design and construction professionals

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ANNOUNCEMENTS

Jordan Schrader Ramis PC Honored as No. 4 on List of Best Companies to Work For in Oregon

Jordan Schrader Ramis PC was again honored as one of the 100 Best Companies to Work For in Oregon. Jordan Schrader Ramis PC moved up four spots from its 2008 ranking to be named No. 4 by *Oregon Business Magazine* in the category of medium companies. This is the firm's fifth appearance on the coveted list, and for the fourth year in a row, the firm received the highest numeric score among all law firms. "This award means a lot to us because it is a direct result of how satisfied our employees are with the firm and their jobs," commented Steve Shropshire, managing shareholder. "In our experience, keeping our employees happy translates directly into excellent service to our clients, which keeps them happy as well."

Jordan Schrader Ramis PC was selected by the *Portland Business Journal* as one of Oregon's Most Admired Companies in the Professional Services category

The Portland Business Journal conducted a survey of more than 2,600 CEOs across Oregon and asked them to select the companies they most admire in a number of different industries. We are honored to be named as one of the top ten companies in our category by Oregon CEOs.

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can better decide what responsibilities and risks they are willing to undertake, and when prudence suggests they should pass.

While the risks associated with green building may seem daunting, they can be managed by applying the same principles that have guided construction professionals for years. Promise only what you know you can deliver, and make agreements that distribute risks reasonably to those who can best manage or absorb them and who are mostly likely to benefit from the rewards.

John H. Baker, AIA, LEED® AP, is a member of Jordan Schrader Ramis's Dirt Law® practice group and has been involved in the construction industry for more than thirty years. John focuses his practice on the special problems and interests of construction industry clients, including project owners, contractors, and design professionals. John can be reached at 503.598.5515 or by email at john.baker@jordanschrader.com.

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JORDAN SCHRADER
JORDAN SCHRADER RAMIS PC ATTORNEYS AT LAW

Mailing Address
P.O. Box 230669
Portland, Oregon 97281

Oregon
Two Centerpointe Drive, 6th Floor
Lake Oswego, Oregon 97035
503.598.7070
503.598.7373 fax

Washington
1498 SE Tech Center Place, Suite 380
Vancouver, Washington 98683
360.567.3900
360.567.3901 fax

www.jordanschrader.com

Jordan Schrader Ramis PC, Attorneys at Law (www.jordanschrader.com), was established in Oregon in 1963. The firm represents private and public clients throughout the western United States in business, government, and Dirt Law® (real estate, environmental, land use, and construction).

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