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a contract with whomever they choose. It doesn't have to be among those who bid. An individual who did not put in a bid, can now see an open field to negotiate a contract in total disregard of the previous costs determined by the body as being sufficient and proper. Because this bill's language does not, I don't think, extend beyond the rejection of bids. Once all bids are rejected, then the body no longer needs to consider the cost that would seem reasonable, that lead them to reject the bid in the first place. So there could be a new individual who would come in. Perhaps he has friends on this governing board. They could then negotiate a contract which would have a cost in excess of all of the bids. Included in that contract could be an escalation clause. I am very concerned about business groups that deal with government bodies. I do think there needs to be some tighter language. If Senator Cavanaugh does not offer his amendment at this point, I'm going to draft one based on language that he offered. Where if there is an escalation clause, it should have some relationship to the cost of the contract. A contract should not be opened. Where whatever is determined as it moves along by some people to be the current market trend, that amount automatically becomes incorporated in the contract. The market trend nationally, the market trend regionally, the market trend locally, the market trend as relates to one particular area of a construction business, if it happens to be construction, or to the whole industry. I think the language is too loose. Senator Stoney, for my part, I don't have the trust and the faith that you have. I think when a statute is drawn, like this, it should be drawn as tightly as possible so there will be as little left to interpret as is possible. That which is left to interpretation, will have a standard by which to judge what the interpretation ought to be. I'm not trying to kill the bill, at this point.

PRESIDENT: Senator Goodrich. Senator Goodrich, apparently is not in the chamber. Senator Stull. Senator Goodrich waives and we waive. Senator Stull.

SENATOR STULL: Mr. President, members of the Legislature, I think this bill has some merits, but I too object to this escalation clause. I think the purpose of a contract is to tie down both parties. I can see all kinds of problems arising, especially if some political subdivision floats a bond issue to build a building. I think this contract must be very tight. If you have an escalation charge, things may happen till they'd never get the building complete. I think that we should strike out the reference to that escalation charge. I would certainly support Cavanaugh and Chambers in this effort. Thank you.

PRESIDENT: Senator Nichol.

SENATOR NICHOL: I would agree with what was said a few minutes ago about the escalation clause. If we're going to have a contract, why have an escalation clause. If we're going to have a contract, let's abide by it. This just opens the gate to do anything you want to. If you're gonna have an escalation clause, why do you need a contract in the first place?