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## REPORT FROM THE CSI ACADEMIES

Great content, modest attendance and 5 inches of snow highlighted CSI's second annual CSI Academy held this month in Snowbird, Utah from October 16-18. Three educational tracks were offered: the Product Representative Academy (PRA), the Construction Specifications Academy (CSA), and the Contract Administration Academy (CAA). Ten educational sessions were held in each track, with an additional seven sessions presented to the entire group. Each academy's attendance was around 35 people. Highlights for specifiers:

## The National CAD Standard

Yes, there is a national CAD standard, used by over 4,000 organizations, which has more to do with the location of information on drawings, sheet layout, title blocks and sheet identification than actual CAD standards. However standardizing CAD layer names and plotting guidelines has saved countless hours for the firms using the standard. Version 3.1 (2005) is the current version, with Version 4.0 due in late 2007. How many millions of times have spec writers wished all drawings use standard terms, standard abbreviations, standard symbols? More info at nationalcadstandard.org.

## Courts and the Interpretation of Specs

Gerald Katz of Katz & Stone LLP in Vienna, VA continues to hone his terrific presentation skills. The two reasons specification fail: First, if the spec is technically defective. Second, if they are ambiguous and ultimately found to be legally unenforceable. Do you know the legal principles affecting specs (summarized by Mark (not a lawyer) Kalin):

The Spearin Doctrine - 1918: The owner's specs (and those prepared by the architect for the owner) impliedly warrant that if the contractor followed the specs, the resultant product will not be defective or unsafe; and if the resultant products proves defective or unsafe, the contractor will not be liable for the consequences. Note: The Spearin Doctrine does not apply to performance specs.

Robins Maintenance Inc vs US - 2001: If the bidder was aware of a defect while they were bidding, they can't make a claim later based on the defect - ie they have a responsibility to submit a proper bid.

Brunswick Construction vs Nowland UK - 1974: If a defect is within the normal knowledge of a contractor, they have an obligation to identify the defect.

And then there are the six rules of interpretation of documents, applicable to specs and all documents:
1. The Whole Agreement: Consider the whole, not just a part.

2. Specific Controls General: Specific provisions take priority over those which speak only in general terms.
3. Trade Custom, Practice and Usage: Conflicts or ambiguities can be resolved by info not in the documents.
4. Practical Interpretation: The more practical interpretation is the more likely.
5. Construction Against the Drafter: Ambiguities are frequently interpreted against the party who prepared the agreement.
6. The Written Portion Controls over the Printed Portion: In the event of conflicts between hand-written or typed insertions on a contract form and the preprinted form, the hand-written or typed provisions govern.

Mr. Katz's Conclusion: Get it right the first time - avoid ambiguities, contradictions and conflicts. "Drafters (of documents) should be familiar with and take into account the rules that courts will employ to interpret any defects or ambiguities in their specifications, in order to produce contract language that is more likely to hold up in litigation."

**The Future of Specifications**

Yes, there is a future for specification writers and specification writing. Both Rob Dean of BSD, and Ted Smith, recently retired from ARCOM gave presentations showing advanced tools for specification editing and relational databases for specifications. Not much new here if you've been keeping up, but BIM will have a sweeping impact on specifications - keep reading in the article following.

**Water Vapor, Insulation and Vapor Retarders**

No way to condense the excellent content of the CSI Building Science Series: Fundamentals of Water Vapor Transmission presented by JR Babineau of Johns Manville; Insulation and Vapor Retarders in Low Sloped Roofing Systems by David Sheirer of Johns Manville; Technology and Proper Methods of Under Slab Vapor Retarders by Douglas Hartman, Specifications Consultant; Air and Air/Vapor Barriers by Glenn Tench of W. R. Meadows.

If you're looking for the premier course on Building Science check out the upcoming 2-day course--given by Joseph Lstiburek of Building Science Corporation and John Straube of the University of Waterloo - which covers the fundamentals of heat, air and moisture in buildings, foundation, wall and roof design, green buildings and disaster resistant buildings. (Eight sessions around the country starting October 27 near Boston - 16 AIA CE credits are provided and the seminar also fulfills the annual health, safety and welfare (HSW) CE requirement.) More information and online registration can be found at www.buildingscienceseminars.com.

**Division 01 - General Requirements**

The original intention of CSI Masterformat Division 01 "would create a convenient place for instructions to the Contractor that could not logically be placed anywhere else." A location for "common denominators" which apply to all other sections.

I suppose we all have memorized the first sentence of Par. 3.12.7 of AIA A201-1997: "The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect." i.e. STOP with the fuzzy language on the shop drawing stamps about accepting or reviewing or taking no exception - its all moot.

And remember, submittals are not contract documents, are not used to make changes in scope of project or intent of contract documents, and not used to request or imply

substitutions or to otherwise make changes in project requirements. Need a good substitution request form? Use the forms on the CD with the CSI Project Resource Manual.

**The Specifications Super-Highway and BIM**

Just when I thought I could retire and the Building Information Model (BIM) would write all the specs, I found out that “garbage in - garbage out” still applies. Specifiers or whatever we will be called are essential for BIM because of what we know about materials, documents, and the relationship between the parties. Owners will force the model to be created - (offshore in India for $15,000 on a recent project) because of the huge economy of scale when you make a change in design rather than in the field. The BIM model may be owned by the owner, or contractor, or architect - as decided by individual project teams - but the ultimate winner is the team that knows how to use the model to its own best advantage.

As computers crunch the energy models, present cost tradeoffs between building systems, and eliminate interference between building systems - as product manufacturers provide details and specs for their products - as you and I make intelligent choices about quality and design - as the future arrives in frantic disorderly haste ...

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