KnowHow

the materials and specifications advisor

Journal of Specifications Consultants in Independent Practice

Plan Now to Attend the 2003

SCIP ANNUAL MEETING

Saturday, April 12, 2003 - 8AM - 5PM
Chicago, Illinois

From Our 2002 Annual Meeting in Las Vegas

2003 Annual Meeting Schedule

8:00-8:30	Buffet Breakfast
8:30-10:00	SCIP Meeting - General Discussion
10:15-12:00	SCIP Meeting - Business Meeting
12:00-1:30	Gourmet Lunch and Guest Speaker
1:30-5:00	SCIP Meeting - Roundtable
5:00-7:00	Annual Hufcor Reception for SCIP Members and Guests

Related Events
SCIP booth at CSI Exhibit - Booth 2033
Second Annual Specifier Forum, CSI Session F11, Friday 2:15-4:45 PM

Meeting Location: The location of our meeting will be announced by email shortly. The Meeting will be held in conjunction with The CSI Show at Construct America at McCormick Place in Chicago, Illinois. Hotel reservations at www.thecsishow/hotel.com or the Convention mailer.

SCIP OFFICERS
2002-2004

President
KERIN (DANE) DODD-HANSEN, CSI, CCS
Dodd-Hansen Consulting Group
4939 Country View Lane
Fair Oaks, CA 95628
OFC (916) 965-4727 FAX (916) 966-0556
dane@dodd-hansenconsulting.com

Treasurer/Membership Chair
DAVID METZGER, FAIA, CSI, NCARB
Heller & Metzger PC
5100 Washington Avenue NW, Suite 515
Washington, DC 20016
OFC (202)364-2222 FAX (202) 364-9593
davem@hellerandmetzger.com

Vice President
JOHN REGENER, AIA, CSI, CCS, CCCA
Architect-Certified Construction Specifier
6 Amberwood
Irvine, CA 92604-3102
OFC (949) 653-5743 FAX (949) 551-0658
regener@cox.net

Vice President
JO DRUMMOND FCSI, CCS
1145 Oban Drive
Los Angeles, CA 90065
OFC (323) 254-4155 GSC (323) 255-9739
jodrummond@aol.com

Webmaster
DAVID E. LORENZINI, FCSI, CCS, Assoc AIA
Architectural Resources Company
212 Brown's Meadow Court NE
Leesburg, VA 20176-2328
OFC (703) 443-2801 FAX (703) 443-2354
deloren@scip.com

Secretary
LARETTA L. FIORENTINO, CCS
CompuSpec
859 Hard Road
Columbus, OH 43235
OFC (614) 888-0522 FAX (614) 888-0522
L3f@aol.com

Immediate Past President / KnowHow Editor
MARK KALIN, FAIA, FCSI, CCS
Kalin Associates
154 Wells Avenue
Newton Centre, MA 02459
OFC (617) 964-5477 FAX (617) 964-5788
mkalin@kalinassociates.com

Specifications Consultants in Independent Practice is a nationwide technical resource organization that assists architectural firms, engineering firms, design professionals, agencies, facility managers, and manufacturers in acquiring specifications from qualified writers, and allows independent specifiers to enhance their professionalism by sharing techniques and industry developments.

Who is SCIP? 140+ Specification Consultants preparing specs for 6,000+ projects annually with a construction value in excess of $50 billion.

KnowHow is the semi-annual publication of the Specifications Consultants in Independent Practice, intended to provide technical and membership information of interest to readers. Opinions expressed in KnowHow are viewpoints of the individual authors and should not be attributed to SCIP. Mention of manufacturer's names or trade practices is not intended as an endorsement of firms, products or construction techniques.

For a membership application form, go to www.scip.com/hmember.htm or Call David Metzger at (202)364-2222. Current membership categories include active members, retired members and correspondents.

PRESIDENT'S MESSAGE

by Kerin (Dane) Dodd-Hansen, AIA, CSI, CCS, SCIP

SCIP is alive and well! And there are actually committees doing important work, which I'm told by Historian Tom Heineman is an unusual occurrence in this group of independent thinkers!

We have received numerous questions about how to become a member of SCIP from many specifiers as a result of our presence at the CSI Convention in Las Vegas, principally because of our "Booth" and the "Specifiers Forum" program. Additionally, there has also been significant discussion on 4specs.com that has opened the question of the need for interaction between all full-time specifiers. Our Membership Committee, comprised of David Metzger, Hans Meier, and Robin Treston, is evaluating our membership rules, with a view to allowing some form of membership to accommodate this rising need.

This committee is now working hand-in-hand with the Bylaws Committee, which was initially formed to review and update both our Bylaws and the Code of Ethics. That group has also taken on the charge of proposing revisions that will allow expansion of our membership base to include these full time specifiers. Tom Heineman, the Chair of the Bylaws Committee, has prepared an extensive "Background" document that his committee (Margaret Chewning, Sheryl Dodd-Hansen, Sherry Harbaugh, and Dean McCarty) is using in its discussions. I am hoping to prevail upon Tom to edit this document for publication for the next edition of the KnowHow and for posting on our SCIP.com website.

The MasterFormat/OmniClass/Manual of Practice Review Committee (chaired by John Raeber; with Wayne Watson; Tom Heineman, and Helga Brady) is keeping pace with developments in these efforts and will be in attendance with me at the CSI MasterFormat Expansion Task Team Meeting and Stakeholders Symposium in San Francisco from January 24-26, 2003. We are planning to have a briefing for interested SCIP members with the members of the Committee and the Task Team from 9:00 a.m. to noon on Friday the 24th at the Crowne Plaza Hotel, then we will attend the Stakeholders meeting from 1:00 p.m. to 5:00 p.m., and the Task Team Meeting as necessary on Saturday. We will keep you informed…

The Communications Committee (Melissa Aguiar, David Lorenzini, Mark Kalin, and Colin Gilboy) are looking at improvements to the SCIP Website, and the Advertising Committee (Sheryl Dodd-Hansen, Bob Woodburn, Mark Chavez, and Linda Stansen), inspired by the draft of Tom Heineman's "Background" piece, are rethinking several avenues of development that they had been pursuing.

Should members have comments for consideration by any of these committees, please contact the Committee Chair by e-mail. Reports by each of these committees will be published in the SCIPping Along E-mail Newsletter that will be distributed to all members the week before the CSI Show and our Annual Meeting.

I stated in the Fall SCIPping Along that I would report on further developments in SCIP's relationship with CSI. Communications have remained open, though CSI's budget issues have slowed the progress of development of the interest groups, so we are concentrating on SCIP's policies and activities.

The CSI Show this year is scheduled for Wednesday April 9 to Friday April 11, 2003. There will be education sessions on Tuesday, April 8th. Rather than conflict with those sessions or inflict an additional travel day on SCIP members during the week, our Annual Meeting this year will be held from 8:00 AM to 5:00 PM on Saturday, April 12th instead of Tuesday as previously reported in the Fall SCIPping Along. The 2nd Annual Specifiers Forum will be on Friday April 11th from 2:15 p.m. to 4:45 p.m. We look forward to having a good turnout for both events.

President's Message (continued:)

Plans continue to be made for our presence in May at the AIA National Convention in San Diego, California with a booth and a member meeting…more information will be forthcoming in SCIPping Along in April. All interested members are invited to participate.

I'm pleased that so many of our members are actively involved in SCIP efforts to improve and promote our organization and profession. I look forward to hearing from you with any suggestions or comments.

2002 SCIP Board Meeting: (In the photo, from the left) Mark Kalin, Immediate Past-President and KnowHow Editor, Dane Dodd-Hansen, President, David Lorenzini, Webmaster, David Metzger, Treasurer and Membership Chair, John Regener, Vice President, Doug Hartment, Previous Immediate Past-President.

2002 SCIP Sponsors: Many thanks to the companies which sponsored our 2002 events: American Specialties, Amweld, Andersen Windows, Bobrick Washroom Equipment, Cornell Iron Works, Dow Chemical, Draper, Firestop Contractors Association, Floor Seal Technology, Frazee Paint, Graham Architectural Products, Hufcor, InPro Corporation, Kaneka Texas, McElroy Metal, National Gypsum, Nystrom Building Products, Pacific Polymers, Pella Corporation, PPG Industries, Saint-Gobain Plastics, Sto Corporation, The Noble Company, Tnemec, Watson Bowman Acme.

WHERE WE'VE BEEN AND 2003

by Tom Heineman, RA, FCSI, CCS

((As President Dane Dodd-Hansen gets his five committees rolling for the work to be accomplished before SCIP's annual meeting in Chicago in April 2003, Tom Heineman put together some recollections and observations for our Bylaws Committee to keep in mind. Dodd-Hansen made some relative newcomers to SCIP members of the five committees – while a few have been around since early days. Tom wanted to smooth out differing perceptions and assumptions on his committee and to make it easier to come up with good proposals for our membership. Here are a few items of general interest from his notes.))

SCIP's Purpose: In this age when empty mission statements are the fashion, let's look back to SCIP when it stated its purpose in the first Article of its Bylaws.

> "To promote the interests of those engaged in independent consulting in the preparation of construction specifications and related work."

This statement of purpose was approved June 22, 1989, replacing a slightly longer proposal from the year before that contained, after consulting, the following words, "to members of the design and construction industry". Hardly a significant change.

Bylaws: Comparing texts, the Bylaws of 1989 are found to be remarkably similar to those in effect in 2002. The Standard Code of Practice is cited in the Bylaws and is customarily published with them.

Standard Code of Practice: We have copies of the Standard Code of Practice dated as early as 1980.06.25, but the code existed and was enforced before the consultants" roundtable organized under the SCIP name. Two articles, similar to articles in the former AIA code, were dropped around 1980 because they could be deemed to be in restraint of trade. Other than that, the wording from the 1970s is almost unchanged in 2002.

According to our Bylaws, the Code "governs the actions of members of SCIP". Subscribing to the Code is one qualification for SCIP membership. The Bylaws go on to say that deviation from the Code, as interpreted by the SCIP Board, is cause for disciplinary action by the Board.

Some of the 11 obligations of the SCIP code approximate articles 1, 3, 4 and 5 of the six-article CSI Code of Ethics. However, the SCIP code goes further than CSI in mandating standards of conduct.

Roundtable: A Sense of "Circle" Even when we had only 12 at the first Roundtable in 1969, the consultants" square table was never actually round. Maybe we just imagined we were the knights of Camelot – as if a few guys trying out a new thing – working in all corners of the US without any means of communication except for a few phone numbers – were some sort of special force.

It was clear from the start that we did not want to arrange chairs in a phalanx before a dais and listen to somebody tell us the best way to do it. We were there to share. Round made sense.

Rituals: The opening exercise from the start was to go around the table and each of us give his name, town, and the state-of-his-practice. The male pronoun was appropriate because Mary Alice Hutchins, Alice Shelly, and Betty Hays were not among us the first few years. (Mary Less Kehres never joined us at the table.) Topics such as state law regarding specifier registration, seal or name on the document, copyright, liability, professional insurance, education and registration requirements for members, relations with CSI, agreements, and "how do I get paid?" became annual fixtures. Some people tired of them and complained, others stuck with them because they did develop from year to year. New members found them invaluable – it was the usually the first time they had heard such things discussed.

In later years a helpful device was added in the form of an "issues sheet". Two or more sheets of paper were circulated at the start of the Roundtable on which attendees listed topics they wanted to discuss, or hear discussed, such as spec production issues, general practice issues, dealing with architects and owners, trends in the industry, computer/communications issues, CSI & AIA documents issues, product issues, and SCIP governance issues. The moderator would gather the many threads of the issue sheets into an agenda for the entire SCIP roundtable discussion.

A further refinement was having "breakout sessions" , where about four oft-requested topics became the subject of separate discussions in the four corners of the room, followed by reassembly, reports by each group, and further discussion by all.

Cleavages: Our differences were apparent from the start:

-- Those who were optimistic that continuing to share would improve everybody's lot vs. those who complained of the "liars' circle" and the recurrence of the same subjects each year;
-- Consultants who hand-tooled a dozen specs a year vs. those who appeared to be running a mimeograph business;
-- Those who were growing firms with helpers vs. those who labored alone;
-- Those who specialized in Federal government work vs. those who wouldn't touch it;
-- Those who worked hourly only vs. those who always worked lump sum;
-- Those who used a typewriter vs. those who preferred penciled markups to a typist;
-- Those who were looking for liability insurance vs. those who believed insurance attracted claims;
-- Those who were registered vs. those who did not intend to become registered;
-- Those who promoted accreditation (rechristened certification) vs. those who thought it was unnecessary;
-- Those who became certified vs. those who said they would never (75% of whom eventually did);
-- Those who talked too much vs. those who knew how to catch a breath;
-- Those who had something to say immediately after every remark vs. those who were thinking;
-- Those who talked too loud vs. those we could hardly hear;
-- Those who, when told we could not hear them at all, spoke even more softly;
-- Those who had to be reminded that they were monopolizing everybody's time;
-- Then there were those who knew how to listen. Blessed were they, because after a while even the foghorns turned in their direction and found a way to bring them in.
-- Moderators who let things get out of hand vs. those who tried to run a tight ship (ha).
-- Those who shared vs. those who found that difficult;
-- Those who were there to boast about how much work they had versus those who didn't feel the need to;
-- Consultants who thought the Roundtable was making no progress toward a better way vs. those who were willing to live with just catching up on how peers were solving their problems.

But in time these cleavages took a back seat and we accepted one another in everything except smoking. A number of good specifiers never graced our table, or came once and never came again. We wish it were otherwise.

Self-Education for Change: The notion of a round table may have had two effects on the consultant group:

-- There was no real head – the head was everywhere;
-- Something in the circle suggested that we would return to old topics again and again;
-- Thus our progress was more circular than linear;
-- Let's just say we progressed in a slow, rolling motion.

This has always been disturbing to many. After thirty-some years we have no book comparable to CSI's Administrative References or Manual of Practice. On the other hand, nobody has ever suggested that we run the group like a progress meeting in the site trailer – or a class in Documents Quality 101.

Collegiality: The informal roundtable, dubbed SCIP from 1974 on, may be one of the rare examples of collegial life that any of us will experience in our lifetimes.

Collegial organizations are rare. The corporate or hierarchal are more common models today. The rise of the universities in the West was along collegial lines – a group of scholars who governed themselves by consensus, with little or no administration, and a nominal, not very powerful, dean or rector. Today, many medical societies, think tanks, and some church leaderships and research groups are set up this way.

Not many colleges are – any more: Penn State, about 1980, became the first university to achieve its goal of having more administrators than teachers. Jealous school boards everywhere are striving to catch up.

SCIP fell into the collegial way of life because it was the nature of its members. They wanted to talk shop, research issues, and undertake mild initiatives, without a lot of officers and Bylaws and other janitorial gear. Even today, trapped out like a corporation, SCIP wastes little energy governing itself. We would like our emphasis to be on our stated purpose.

Would that more organizations that want to promote their core interests worked this way.

Privacy: A lot of CSI people yearn for collegiality. They see it in a good Chapter meeting, in a good CSI committee, and in the sharing (now by email) that so many of us indulge in. Perhaps this is why so many CSI people have said they wanted to receive KnowHow or attend a Roundtable session over the years.

In 1972, word about the newsletter got around CSI and the editor started fielding requests from CSI members wanting subscriptions. People wanted to come to our meetings too. This was probably more idle curiosity than anything, since half our talk would not have meant anything to the average specifier. The Roundtable discussed this early on and agreed that we would turn all these requests down. (We have invited people with special skills or experiences that are of interest to us to join some of our sessions, however.)

The desire for privacy stems mainly from the fact that consultants' problems are not everybody's problems. Confidentiality also lets us talk frankly about situations in the world about us that affect the quality of our work.

Focus: If our yearly Roundtables get too heavily involved in very broad issues of CSI documents, project-delivery, industry trends, the general state of A/E professional liability, product liability, the national building code situation, or computer horizons, we will never make it to issues closer to home for each consultant. Participants and moderators have shown a good sense of balance in letting these broadscope subjects come up for reasonable discussion, then – realizing that many these global issues are more CSI's or AIA's turf – moving on.

As important as broad issues are in our professional life, the reform of the Manual of Practice, CSI, architectural school curricula, or the construction industry are not the main function of the independent consultants' Roundtable.

That's the wholesale side of it. The retail side is that a flawed CSI document, whether a consultant needs insurance or not, requests for design-build specs, or a nifty way to handle computer files are often subjects that we should spend time on. Skilled moderators have kept good balance in the scope of our discussions.

Time is always of the essence. The annual meeting schedule permits a maximum of about 16 hours of discussion, and even then blood clots can be felt forming in the legs.

SCIP and Breakout Sessions: Here is an addition to the Roundtable concept that has helped to satisfy the different interests that exist within SCIP:

In the early '90s, SCIP's program included breakouts for special interest discussions. The moderator would designate four popular subjects that were evident from the topics-to-be-brought-up sheet that had been passed around at the initial Roundtable session. On signal, our Roundtable would become four circles of chairs at the four corners of the room. After an hour or more, we would reassemble and a distillation of each group's progress would be reported – followed by further plenary discussion.

One topic – optimizing computer use – was so popular for two years in a row that the breakout group invited any and all of us to a long breakfast session the next day . . . at breakfast. And those were some breakfast sessions! Lorenzini the Magnificent, of Hollywood South, was hailed as a macro star overnight. Jo Drummond went home and got a new computer.

SCIP and the Practice of Consulting

Training for Entrants: SCIP has always leaned over backwards to introduce people who are just starting in consulting to the intricacies and dangers of private practice. No one has ever been prohibited from attending a Roundtable who is just about, but not quite, a consultant yet. Usually a friend in SCIP will vouch. The wide-ranging roundtable topics are probably the best crash course a new or imminent consultant can get.

Local Competition: SCIP members seem to have no compunction about not even telling unworthy competition in their own areas about SCIP. There are quick-and-dirty practitioners out there: So why dignify them? Fortunately most of the unworthy ones never bother to apply. They are not sharers and are of doubtful professionality. A lot of personal judgments are made in this process. Each consultant, as a good businessperson, knows the quality of the competition.

Local Groups: It is not uncommon for consultants in an area to meet informally from time to time – also at CSI Regionals. The West Region SCIP meetings draw a dozen or more consultants, who follow a challenging agenda, Region Conference after Region Conference. Surprisingly, these are not about price fixing or deadbeat clients, but are about computer problems, oddball requests, new outrages inflicted by clients or governments, CSI politics, dealing with developers, local trends, earlier and earlier deadlines, and the declining quality of drawings.

Sharing: In SCIP there is a remarkable amount of sharing of opinion on various points to make in proposals, software comparisons, new standards, experience with types of clients and government agencies, the scope of our services, and other information that aids anyone's practice. Kept general, it is felt that sharing problems is within the bounds of customary and lawful professional activity. Those who don't like to share (and there are some excellent consultants who do not like to) do not join SCIP.

Guides and Aids to Practice: Once upon a time, when the rules of business were different, SCIP people shared typical proposals and agreements and fees charged for various kinds of work. The US Justice Department has frowned on this kind of activity for some time now, so we no longer do it. Ask AIA.

Confidentiality: One thing that encourages sharing is SCIP's tradition of keeping it within the room. The assurance that all sensitive statements will not be repeated outside helps each consultant to open up. SCIP people trade warnings about new practices or situations that could hurt each consultant or our clients. On several occasions egregious failure of products, or of producers to stand behind their products, or of clients or government bodies to act unfairly, have been gone over in detail, with names put

on the table. The detail of such cases is not discussed in the presence of visitors or repeated in KnowHow.

Discretion: SCIP people seem to instinctively know how to handle such trading of vital information with discretion. In several instances our council was able to follow lawsuits involving our members through the courts. By following a general rule of "what is said here on sensitive issues does not leave the room", SCIP members have let down their hair and given us the down and dirty on their own cases, or important cases in their own building communities.

Members have been remarkably tight-lipped over the years about these unpleasant subjects that are gone over in our very special forum. CSI chapter meetings, being more public, do not offer that luxury. This habit of discretion has had the interesting side effect of our going easy on unflattering statements about others, even attorneys and fire marshals.

Professional Insurance: Starting in 1974, and several times since, the Roundtable has delegated a person or a small committee to inquire about professional insurance for specifications consultants. These inquiries have been among the few assignments ever carried out before the next annual meeting. All have been failures in one way or another. The basic problem is that no insurance company, no matter how sophisticated in its knowledge of design and construction, can fathom what it is that a consultant does.

Our clients use us to protect themselves from countless errors; insurance companies can only see our assuming limitless liability. If they could ever understand what we do, the insurance companies would pay US to stay in business! (Schinnerer, after much lobbying by AIA, reluctantly started to give a $25 rebate to firms that used Masterspec. Was using AIA's master equal in protection to what a consultant were picking up in drawing errors and bad material selections? The consultant performs a $1000 service – or twenty times that – just in analyzing a bad set of drawings and sending them back to the kitchen.)

Recommending Consultants to Clients: From 1969 on, the consultants' roster has been regarded as a sensitive instrument. Every KnowHow editor, every SCIP Secretary, every SCIP President – who are the people most likely to field inquiries from firms needing a consultant – has followed a rule that only the full roster be sent, and that a recommendation to contact just one consultant NOT be given. And of course it has been understood that the officer receiving the inquiry would not take the job for himself. Having said that, the rule is modified in a couple of ways. We have talked it over at the Roundtable and agreed that the following is permissible:

-- If the inquirer states that it wants to work strictly locally, the SCIP officer can help identify consultants who are close enough to work face-to-face or at least in the same region.
-- If the inquirer needs a special skill, the SCIP officer can try to direct him to a short but comprehensive list of consultants who might have that skill or experience: such as specs in Spanish, or experience in specifying rapid transit projects.

But the rule still holds: Holding office in SCIP cannot be used for personal advantage.

A Consultant Experience and Skills Database: Of course, in recent years, our communications have improved to the point that our roster can be on our website, so that any searcher on the Internet can view the whole roster. It is also possible for one of our officers to email a phone inquiry to all of our members in order to seek out those who do, let us say, producer literature, or who have used the Canadian Federal Master. In the past, several attempts have been made to develop a matrix of experience and skills possessed by each consultant in SCIP, but each attempt has self-destructed. Perhaps we can still devise a way to make a fair, accurate and meaningful database to promote the interest of independent specifications consultants.

KnowHow - December 1971

KnowHow - the materials and specifications advisor - was sent to more than 50 persons believed to be consultants who were on an address list that we had been compiling since the first consultants' roundtable at Houston TX in 1969. (Some say there was informal talk among a few consultants as early as the Miami CSI Convention in 1967.) KnowHow was three pages long, on two sheets of yellow paper. The first article starts:

"Twelve CSI members who are involved in materials and specification consulting met for more than two hours Wednesday morning, June 9, in a function room of the Anaheim Convention Center."
Here are some other quotes:

"Specification Consultant-Architect Agreements, by Everett Spurling, was distributed to all present."
"Most consultants had felt the effect of local draftsmen or government employees who took in part-time specification work. Generally their fees had been found to fall well below [those of] consultants (which ranged from $10 to $25 / hour . . .)"
"After Chicago [1970] there was no proposal made to organize beyond a yearly bull session . . ."
"No move was made or suggested [for] organizing materials and specifications consultants . . ."
"Consultants were generally being paid too slowly."

Word about the newsletter got around CSI and the editor started fielding requests from CSI members wanting subscriptions. People wanted to come to our meetings too.

KnowHow Grows Up: From 1974 until 1978 the editor of SCIP was usually the person people called to find out where they could find a consultant. Each year's moderator at the Roundtable was a member from the host city at the next CSI Convention. Thus, since there was no year-to-year phone number, the editor was the only constant contact. Whatever gripes members had about clients, government, or magnetic typewriters were sent to the poor KnowHow editor – and often ended up in articles.

In the late 70s and 80s KnowHow missed a few issues because editors were too busy meeting paying deadlines. In 1994. David Lorenzini took over, redesigned the newsletter, and at last produced a newsletter that SCIP could be proud of. Photos and good graphics made the newsletter a pleasure to read.

Today: In 2000, Dave turned KnowHow over to Mark Kalin. Mark made changes in the design, added features, and contributed some of the research that goes on in his firm for the edification of all of us. Not only the articles, but also the appendices, are loaded with information valuable to all consultants. Over the years the original 3-page KnowHow has grown to over 100 pages in the last issue. It comes out regularly, twice a year, and might benefit from going to three or more issues. It is really a magazine masquerading as a newsletter now.

SCIPping Along: Dane Dodd-Hansen is re-instituting the SCIP newsletter, SCIPping Along, to be published in October and March, to augment the publication of KnowHow magazine each December and June. Sheryl Dodd-Hansen started this newsletter in 1996 to speed work on SCIP projects and to keep us informed of fast moving situations.

The Next KnowHow: The nature of the material in KnowHow makes 8-1/2 x11 paper, stapled in the corner, a convenient way of assembling, then compiling and printing the odds and ends of valuable information over the course of a half year to make an issue produced entirely in one specifiers office. KnowHow has stuck with the yellow paper it has always been printed on – a color sacred to our legendary chevaliers de la table ronde just as it was to the mythic monks of Shangri La.

However, there are developments that SCIP must consider for KnowHow. Communication is busting out all over. A more action-oriented SCIP will have to balance the presence of email and Internet discussion forums with an appropriate number of KnowHow and SCIPping Along issues, and will have to sharpen the purpose of each of our publications to SCIP needs.

To Organize?

Joyous Anarchy: The consultants' Roundtable avoided most organization for nine years. We met to talk and share and improve ourselves professionally. The paraphernalia of offices and bylaws was not needed. A moderator was selected each year from the city or region where CSI would have its next Convention. But he did not hold the mailing list; the KnowHow editor did. By summarizing the Roundtable proceedings for those who didn't make it, the editor, in effect, served as secretary. The treasurer was the moderator: he told those who showed up how much to chip in to cover room, food, and stamps for KnowHow, then led the meeting. In short, we were able to devote our full attention each June to the overriding question: "How do you get paid?"

Until 1986, our cocktail reception was either and agreement to meet at a certain place, or to bring bottles to somebody's big hotel room, or a pay bar in a small meeting room contracted with a hotel.
Until very recently, one ate breakfast in the hotel dining room – or subsisted on coffee, donuts and buns in the meeting room, as contracted by SCIP with the hotel manager.

Those who made it to the CSI convention were chipping in for all of SCIP's expenses of the year. So, after a few years, realizing that the hat could not be passed to those who were not at the Roundtable. We did institute an expenses donation from all members – to be sent in to the moderator or editor by mail.

Then somebody decided we needed a name in 1974. ("SCIP" was adopted. The "I" was always the operative initial!) That opened the floodgates.

Corporate Phase: In good SCIP fashion, we debated whether to organize as a lifeboat, a tribe, a charity, a New England village, cosa nostra, a small nation, a terrorist cell, or a multinational corporation.

After a few years without resolution, the hyper-fastidious among us decided it would be a great idea to have at least officers and bylaws just like the stamp club at high school. So, since 1978, we have had officers and bylaws. The early 80s were the nadir of SCIP's history. Had we lost the magic, now that we had officers and dues and rules? Attendance at Roundtables dropped to a dozen in several of those years. KnowHow editors and Presidents would ask, "Do any of you care?"

The Resurgent 90s: Maybe times got better, or we actually missed one another. Our Roundtables were filling up again. Now, instead of chipping in we started letting CSI and industry people pay our way. Today, our dues buy us the best magazine in the industry and the dues money takes the sting out of many small expenses too numerous to recite. They also give us a healthy (some say embarrassingly healthy) reserve. We await the day when we start to put significant money into the stated purpose of SCIP.

Absence of Organization

Disturbing Those at Rest: The lack of ability to organize and accomplish anything has been with us, unchanged, for 32 years, until Dane Dodd-Hansen finally decided to break the mummy's curse.
Let's talk about those first 32 years – while we are waiting for 2003 to come, and when see how this grave desecrator's plan to actually complete some SCIP projects works out.

Failure to Deliver: Many have been the years that we have set up committees to investigate (or even do) the following:

-- Compile an honest list of each consultant's specialty areas, for the benefit of firms seeking help;

-- Set up a section-trading bank, for any colleague in quick need of a thatched roof or baggage x-ray spec;
-- Network "to foster collegiality and explore sharing";
-- Pursue relationships with other professional organizations;
-- Assemble letters from each state in the Union, stating whether spec consultants are, or are not, practicing architecture in the eyes of the law (after 30-some years we have 5 letters in our file, some probably obsolete);
-- Find out if we can buy professional practice insurance at a reasonable rate (We have tried on this one but no affordable answer. The fact that some members do not want it doesn't help.);
-- Everybody contribute to a database of materials and methods failures;
-- See how we can help architecture and engineering schools have at least one course in specification preparation;
-- Find a way to get more engineers in SCIP;
-- Raise the level for joining SCIP to include things like owning a computer, having a shelf of books, or being a CDT;
-- Shut the doors to poorly qualified practitioners (alas, what should be the criteria?);
-- Shut the doors to captive "consultants" (on producers' commission or payroll);
-- Open our doors wide to a broad variety of interested parties;
-- Prepare a brochure that guides a client in how specification consultants work, charge, etc.;
-- Advertise consultant services in publications that architects and engineers might see;
-- Set up a booth at CSI shows that will, among other things, warn restless spec writers in design firms that consulting is no rose garden.
-- Let the same booth at CSI (and AIA) conventions promote the interests of specifications consultants to potential clients.

None of these typical committee charges has really been carried out, although there is currently ferment among the last five.

A Committee That Did Deliver: The Crystal Ball Society, chartered by President Drummond in 1995, empowered Ray Duncan to be Ball Holder, while Betty Spiker, Jack Lindeman, Craig Haney, Mark Kalin, and Jo Drummond herself were ordained as Peekers and Squinters.

Their report, authored by Duncan, was distributed in November of the same year! It touched upon dimly emerging phantasms such as direct editing on screen (overtaking the marking up of hard copy), the shift in office spec preparation from staff specifiers to project architects, the possible linking specs and drawings by means of "objects", the use of forms to yoke designers, CAD drafters and specifiers together in harness, and the implications of SGML in standardizing electronic markup.

Aborted Program: Oh, yes: There was one thing we actually did very well about eight years running, during the 1970s, into the 1980s. We had a great sharing of contracts and fee schedules and dunning letters in our Roundtable sessions and in KnowHow. However we heard that Big Brother frowns on this.

More Organization Thrust upon Us

The Pressure: As CSI started its serious retreat from specifications a decade ago, there was more and more talk of SCIP becoming a refuge for those who wanted to grow as professional specifiers.
Every year for thirty-some years, the independent consultants' Roundtable has talked about admitting others to our meetings. Each year it is as if the subject had never been brought up before. It is exciting for a specifications consultant who had been laboring alone to discover that there are others who share similar challenges. It is only natural to want to bring others in.

The Resistance: However, after a few years in SCIP and experiencing difficulty in hearing all the conversation at such a large table, it seems that our members wake up to the fact that the table can be only so big. So they recommend that the next crop of carefree " inviters" cool it. Yes, we have had invited

guests and invited presenters some years, but not enough to force us to change the successful format of letting all sit around one big table.

Problems of Scope: Enlarging SCIP's membership means sorting out a multitude of interests in specifications. We think we know what the core is. But how do specifers in specialized areas fit in (hardware, roofing / waterproofing, security, lighting . . .), many of whom work for producers or who receive commissions?

The writer has worked with laboriously organized and detailed specifications prepared by (for?) an elaborate and high-tech parking control & revenue system. The preparer of that good but improvable document would expect to learn a lot in CSI. But, that failing, should that writer, probably in the employ of a manufacturer, be participating in SCIP?

How do related specialties fit in: specialties like CAD, ADA work, facilities management, teaching & writing, green design, office quality assurance & training, construction document-oriented IT, expert witness, peer review services (including drawing / spec checking), commissioning, . . .?

Challenges to SCIP's Scope and Organization: A more broadly based organization requires that many membership distinctions be made, individual case judgments made, and appropriate dues assessed. SCIP's leaders, most of who are CEOs of ma & pa companies (often without ma), do not have the time to preside over a Balkan Union of interests, yet keep SCIP on target.

Is SCIP the group most qualified to organize a wider segment of our profession / industry? Administratively, we are weak. SCIP work committees have been notorious for not even getting started between annual meetings, much less successfully conducting studies or making recommendations. Is SCIP terminally disorganized? Chronically disorganized? Or just "kind of" disorganized? Should we offer to organize a larger and even more diverse membership?

Membership Requirements and Bylaws

Evolution: Even before organizing, independent consultants had to decide among ourselves who was to be invited to the table. What is currently in the Bylaws records the few basic decisions that the Roundtable has been able to agree on.

What is missing from the Bylaws is the distillation of many discussions as to WHY certain membership criteria have been rejected for more than 40 years (for instance, college degree, professional registration, CCS), as well as certain more recent proposals (early '90s) for upgrading basic requirements for membership that have never received a favorable vote (for instance, having tools of the trade other than a phone, or having common reference works on the shelf).

Today's Bylaws are not much different from the criteria that entered the oral tradition in 1969 and were never really written down even though the have been discussed many times since.

Article 7 requirements, for Members, can be summarized thus:
1. Full-time (>50% of work hours)
2. Independent (not an employee of any firm in the industry)
3. Consultant (limited to a long list of activities from spec writing
4. 5 yrs specifying experience (as consultant or in an office)

Also,
5. Subscribe to SCIP Standard Code of Practice
6. Maintain an office and a business phone
7. Know CSI, AIA / NSPE documents

Question: Do the lists of permissible activity in Art 7 B.1.b,, B.2, and B.4 cover all qualifying activities?

Examination/Enforcement: : It does not appear that any candidate has ever been asked to backup his assertions in SCIP's application / confirmation form. Many assertions are unjudgable or unverifiable, even by the applicant. What constitutes 50% of one's work hours? What tasks qualify in amassing 5 yrs of specifying experience?
SCIP has always been trusting – and there is no evidence that we have been mistaken in this. We neither check resumes nor require a spelling test.

The Value of Attesting: Requiring attestations in the application form is not frivolous. Collectively, each member's attestations of experience, office, etc, enable SCIP to tell clients that we are an organization that has required that certain minimal standards be met. To promote SCIP we must promote quality service. Eight years of experience or a set of Sweet's on the shelf does not cause good project manuals to happen, but at least the inquiring client can have some hint that it is not being put in touch with unemployed CAD operators, secretarial services, or moonlighting drafters.

What Is Not in the Bylaws

1. SCIP members must be registered professionals. Many members were and are not now registered. It has been remarked several times that many of our BEST specifications consultants are not registered.
2. SCIP members must be architectural or engineering graduates, or hold degrees. Many members were and are not now graduates. It has been remarked several times that many of our BEST professionals are not graduates.
3. SCIP members must be certified CSI specifiers. Since a few years before certification started in 1978, many SCIP members were strongly opposed to certification and maintained that nobody, not even CSI, could tell them how specs ought to be written. Almost all of those members have since decided to certify themselves, or have retired without CDT or CCS after their names. However, the last time it was brought up for discussion at the Roundtable, there was no move to require certification.
4. SCIP members must carry liability insurance. This has never gone far. Many members strongly feel that insurance attracts lawsuits. In any case, affordable insurance has been reported hard to come by. At the last poll, fewer than a half dozen sitting at the Roundtable carried insurance.
5. SCIP members must be able to attest that they have basic production equipment such as a computer, a fax, and email. We already require a phone and an office as conditions of membership: This was, from the beginning, to send a hint to moonlight applicants. Each year, fewer and fewer of our number are without these tools that a client might expect a consultant to have. However, the last time it was brought up for discussion at the Roundtable, there was no move to require that consultants affirm that they have such equipment. As a basis for statements in our promotional pieces that SCIP people are properly equipped to do the job, these requirements are of value.
6. SCIP members must be able to attest to having a library. A library has been described as basic codes and standards, and perhaps Sweet's. No study has been made of WHAT basic standards however. ASTM? If so, how recent? ACI 301? NRCA Roofing Manual? any attestation would have to a general "Professional library containing basic codes, standards and reference works". Nobody wants to compile a "must list" or check somebody's bookshelf. And yet this is one thing that SCIP members have – and too many offices and moonlighters do not. This has not been brought to vote.
7. SCIP members must be able to attest that they have kept up technically. "Keeping up" would mean having an adequate score in a point system for courses taken, courses taught, articles published, continuing education, honors, attending conferences and CSI and SCIP functions, and similar activities. Here, a broad "such-as list" would be helpful. Similar to acquiring CEUs. This has not been brought to vote. Other criteria for membership have been proposed, but the list above covers the easiest to remember.

Why Any Rules? 5., 6. and 7. were proposed when SCIP started talking about publicizing itself. A question arose, what can we then tell prospective clients about our equipment and keeping up with change? Since we cannot be measured by patients who live, or by cases won – and since we do not want to conduct a purge of members who have ASTM standards more than 3 years old or who do not have email yet – how are we to assure potential clients that our SCIP list is a list of practitioners of reasonable ability and care?

All distinctions in the membership rules are somewhat arbitrary and are hard to measure – the 50% full-time rule, for instance. Yet these rules have been useful in setting bounds that have paid off in our assembling a group that shares an interest in improving our métier and that works to upgrade unevenness in professional practice and conduct.

If we require reasonable qualifications in our rules, we can make statements – in promoting SCIP – that show we are indeed a professional organization concerned for our product and our clients.

The Alternative: An organization whose rules would cause Groucho to not dignify it with his presence.

Types of Membership

Do the current categories of "Members". "Members – Retired" and "Correspondents" adequately cover the territory?

Correspondents: "Correspondents", particularly, has been felt to cover a number of situations that should be broken out or made separate classifications of membership. Several Correspondents are large firm specifiers. In the past, correspondents have included master specification text preparers, Sweet's representatives, consultants who have returned to working with firms, academics, and several other interests. It may be difficult to find names for each of the several major categories of people who are of value in SCIP's efforts – but who are not active, fulltime, independent specification consultants.

Members – Retired: SCIP has taken care to keep its retired members in the loop as much as possible. Retired members retain their vote. Retired members help provide the flywheel effect of experienced practitioners advising the direction of a specialty that needs to not step into holes others have stepped into before. CSI's technical program notoriously lacks the flywheel effect of participants who know the origins, development, frequent redirection of CSI's heritage documents, along with relations with other professional societies built over the years.

Members: The term "Members", as a term to cover only our active, fulltime and truly independent specification consultants should be analyzed. Perhaps "members" should be an uncapitalized term used to cover all who pay dues, whatever their category. The term "Members" might be replaced by "Consultants".

New and Old

Leadership: SCIP has a 2-year cycle of new leadership, without a breaking-in period for presidents-elect, and a tradition of not electing presidents for two terms. By comparison, CSI has failed to balance novelty and corporate memory in the constitution of its committees, often leading to unwise changes like the breaking of trust with AIA in the "Division 0" debacle. A dictum from CSI Board to a committee to " change nothing unless you have to" sends a poor message to a document revision task group. In SCIP, having relatively new members on all committees brings in fresh thought and builds SCIP's leadership. It is also important to have some members who have been around a while.

Harnessing Senility: Not as a class of member, but as an authorized position in SCIP governance, The Bylaws Committee should examine having a panel of Older, Long-range Dreamers, on File to Advise and

even Reprimand Tyro Specifiers that can balance youthful exuberance with the rare wisdom that only senescence can bestow.

The President or Board should be authorized to empanel three or four long-standing members who will advise the Board – once a year in a letter, or as called upon. Even their own internal quarrels will be worth listening in on. The current balance in committee rosters appointed by Dodd-Hansen, tipped as it is toward newer members, is to be commended.

Possibility of Adjunct Groups: In 2003 there are proposals that adjunct interests which go beyond even those covered in the past by a handful of Correspondent categories be considered.
These proposals could result in additional categories of membership that would strain our Roundtable format. They could, however, also be handled by setting up adjunct groups that might be either part of SCIP, or that might be set up as kindred groups under an umbrella council initiated by SCIP. These alternatives must be discussed further. The matter of participation by producers has also been raised.

Disciplining

How it Works: The Bylaws provide for disciplining members who have violated the SCIP Standard Code of Practice. We have had few occasions to do this. It must be done very carefully to avoid getting SCIP into a protracted legal action. Fortunately, when SCIP has taken action it has had a good case, with willing witnesses and good documentation. More importantly, the offender often chooses to depart with his tail between his legs to avoid professional embarrassment and the frigid looks of his SCIP colleagues.

A Member: About 1973 a case was reported where a consultant had offered to specify products for a fee. The witnesses in this case were several industry members in the area who didn't like the idea. One witness, and his national company, let it be known that they would spare no expense to make the specifier regret his acts. There was no hearing or trial. It was settled by phone calls, and possibly a letter or two. The consultant departed the Roundtable group, departed consulting, and went to work for a firm a little distance away.

From one member: "I ran into him many years later, but he would not make eye contact, even though I was not one of the individuals from the Roundtable who had handled the matter. That was the last I saw of him. He was at that time an employed specifier in another city. Whether he was still doing any consulting on the side, I do not know."

A Non-Member: Around the same time, consultants in the DC area were aware that an employee of a Federal department was running reams of lightly-edited canned government specs for sale to firms that had private sector projects – on a new-fangled thing called a (mainframe) computer. Naturally, this affected independent consultants' business. It was talked over in several Sub-Appalachian Consultants' Uplift sessions, and it was decided to bring it up at the next annual Roundtable.

It was not a disciplinary action for the consultants group to undertake, of course. However, it was recommended that FBI be contacted. However, people were busy, wills were weak, and nothing ever resulted. In a few years the moonlight dumper took his Federal retirement and we heard nothing from him thereafter. Affordable home computers had not yet been invented and Lanier word-processors must have sounded like work to him.

Early Relations with CSI

Cold Shoulder: Specifications consultants, as a so-called "organized" group, got no support, and no public acknowledgement, from CSI until well into the 1980s. In the 1960s, several consultants (and a good number of office specifiers) had promoted the idea of separate professional registration for

specifiers in their states. CSI saw this as a threat to CSI's relations with AIA and possibly with the engineering societies, and to CSI itself.

This writer believes that CSI's concern was proper. However, what CSI did not realize, for a long time, was that from at least the 1969 Houston Roundtable on, there was no proposal of specifier registration among the specifications consultants. There was instead an unwritten but commonly understood Roundtable position that separate registration held no advantages and would not be pursued. This was conveyed on several occasions to CSI officers and staff by individual consultants, but the standoff continued.

CSRF / CSI Attitude Toward SCIP Consultants: Construction Sciences Research Foundation pursued government contracts in the 1970s to raise the money to carry out CSRF's ambitious and commendable ConCom mega-project, based on research and a plan devised by Stanford Research Institute in 1968. Relations between CSRF and CSI were close in those days. Joe Gascoigne did a lot of the work involved in landing the Federal projects, but the consultant's group was never considered as a starting place for CSRF / CSI hiring a consultant.

In 1973, one independent specifications consultant was asked by Gascoigne to do a master specification for FHA – one that would be used in the rehabilitation of repossessed properties for resale, to direct small local contractors. The consultant offered to make Gascoigne's invitation an RFP to all spec consultants, but Gascoigne wanted to contract with the consultant he was talking to: period, final, take it or leave it. The consultant, who, at the time, handled most inquiries made to the consultants' group, refused. Instead, a former president of CSI whose practice had suffered while in office, was considered for the contract.

A similar situation occurred when CSRF / CSI wanted to produce a Division One master text, except that the consultants' group was not contacted by CSRF or CSI. Again, the contract was handed to a former Institute president.

Thaw: Later, in the 1980s, SCIP was apparently considered less of a threat and CSI offered to cooperate in helping to make SCIP's annual Roundtable arrangements and to pay the room bill. Ultimately each SCIP president was invited to sit on the stage at the Annual CSI Banquet as a loyal satrap.

Publicity

Sweet's: In the 1980's there had been talk about having a listing for SCIP in an appropriate part near the front of Sweet's Catalogs. It was more than we wanted to pay and we felt that it gave us little exposure. We did not do it. At the same time ad rates with Architectural Record and Progressive Architecture were obtained. There was no agreement among us to spend money to take quarter-page ads or smaller, and thus no copy was ever prepared.

First Source: Architects' First Source, now a CMD company, was the first opportunity we had to break into national print. In 1992 SCIP placed its first complimentary ad, along with such organizations as AIA and AGC, telling design professionals, owners and producers how independent specifications consultants can help them. We shot some pictures of computer, manuals and drawings to illustrate the text, and displayed the big blue SCIP logo.

We are still in the catalog 10 years later and have to think about getting some fresh photography.
One of SCIP's handouts at the 2002 SCIP booth at the CSI Show used text provided by First Source from this advertisement, hastily transmitted by CMD to Las Vegas for printing up by a local shop. We thank First Source for that!

Brochures: Also in the early '90s SCIP tried to put together a chatty description of how consultants work. We have never come up with something that most of us can agree on and thus we have not gotten word to our most important audience. We need a good brochure. Only we can write it, although as specification mechanics we tend to be too systematic and stiff to keep a reader's attention for long. A lot of very carefully chosen words and phrases have to be crafted to explain our view of liability and ownership of documents and insurance and specifier qualifications (since we require scarcely any) – thus, hiring an outsider PR person to do it for us would probably be a waste.
But we must work on this.

Specifier Article: After several attempts within SCIP to produce a guide to using specifications consultants had not resulted in a document approved for use as a publicity piece, Tom Heineman had a two-part article published in Construction Specifier in 1999's Feb and Mar issues, titled: "The Role of the Specifications Consultant". The articles were subtitled: "The do's and don'ts of hiring an outside full-time specifications consultant", and "With fewer offices able to locate or afford qualified specifiers as permanent office staff, the use of outside full-time specifications consultants is on the rise".

The Booth

In 2002, Mark Kalin organized the first booth that SCIP has had at a CSI Show. CSI had been asked to donate booth space to SCIP, but CSI declined. Funds raised by Kalin from industry sponsors were used to pay the hefty fee. (CSI had offered to give SCIP space in a corner of the CSI exhibit for nothing, but the SCIP Board decided that that did not provide enough separation of church and state.)

A team of SCIP volunteers was hastily organized by Kalin and others to man it. Plans are underway to have more to offer in 2003 at the Chicago CSI show.

Thus reported SCIPping Along : "The booth enabled us not only to interact with many of our old friends within CSI, but to become visible to a large number of people that were not aware of our existence. As a result, we expanded our membership by almost 20%. Furthermore, the large number of inquiries about the possibility of corresponding memberships and sponsorship opportunities were wholly unanticipated."

Future Booths: SCIP may consider setting up a booth at AIA Conventions. Our expenses would be greater, but the reward could also be great. The idea of a SCIP booth must be evaluated

Good results would be to:

-- Get detailed information, at last, to A/Es about how consultants operate, how we charge, and the services we deliver.
-- Start making the design professions and producers aware of SCIP – and the quality it adds to their efforts.
-- Encourage qualified consultants who are not currently in SCIP to join us.

Bad results would be to:

-- Encourage restless office specifiers to look for greener pastures, when indeed our pastures can be rocky and not all that green.
-- Encourage CSI members who have little or nothing to do with specifying to seek to swell SCIP's rolls, with no benefit to SCIP other than some dues money.
-- Our efforts will be fruitless if we fail to provide comprehensive, frank, honest literature describing our services.

A refreshing, honest sign should adorn each SCIP booth, each year, to attract A/E bargain hunters and to warn unemployed drafts-people who think they may try specs: "Few get rich doing specification consulting." Other Sign Suggestions for the Booth:

"Real projects need real specs" (MK)
"You want it real fast, real bad? How bad do you want me to make it?" (PS)
"Hug your specwriter, no one else will" (MK)
_____ (your sign here)

Industry Support

Hufcor: In June, 1986, Jim Dunn invited all of SCIP to a reception in Hufcor's suite at the Orlando Marriott. We have continued to enjoy Hufcor's hospitality the first night of the SCIP program ever since. Jim and his staff's hospitality has freed our Roundtables from much time spent catching-up, and has advanced cohesion among our members.

Ausimont and Nystrom: In June 1992, KnowHow thanked Ausimont USA for sponsoring SCIP's breakfast at our meeting in the Atlanta Hyatt Regency. Another person recalls that the first SCIP activity sponsored by a producer was by Nystrom. Both Ausimont's successor and Nystrom continue to support SCIP.

Other Producers: Starting about 1999, and due to inquiries to and suggestions by Mark Kalin, SCIP has enjoyed sponsorship of most of our annual meeting activity expenses – such as breaks and meals – from numerous producers. The number of sponsors reached 24 in 2002.

How It Worked out at Las Vegas, 2002: SCIP collected money and paid the hotel for refreshment breaks, breakfast, and a splendid luncheon. And our editor undertook to mail sponsors' literature along with KnowHow. SCIP broke even on all the above activities, and was even able to cover the cost of both printing and mailing of KnowHow as part of mailing the vendor brochures.

SCIP as Educator: The novel idea of SCIP providing an education program in conjunction with its desire to promote the interests of the independent specifier – AND as a service to CSI – started to take shape in 2002 in Las Vegas.

Specifiers' Forum: The first annual Specifier's Forum – What Specifiers Want was held on Friday, the 2nd day of the CSI Convention, as a part of the convention program, from 2.45 until 5.30 PM. Mark Kalin presented "Improving Your Specifications" in the first half, and Dane Dodd-Hansen presented "Collaboration Between Specifiers" in the second. The program was well received, but quite naturally there was talk of how it could be improved next time. The talks were pitched to problems that ALL specifiers face.

The Basics: Also of interest was SCIP member Paul Just III's Basic Specification Writing Principles and Practices, given Saturday from 8.30 to 10.20 AM. Paul tried to cover MoP subjects and the editing of masters in less than 2 hours allotted time – and was able to cover an amazing amount of ground. As with the Forum , the talk was well attended and well received.

A SCIP Program: If SCIP is able to publicly confront the issues that face specifiers in their daily work in a way that attracts a wide spectrum of CSI membership, clearly this can be an adjunct to our program of calling attention to SCIP consulting services.

It also raises the question, should SCIP pitch its expertise both to firms who may hire specifications consultants AND to individual specifiers who work in those firms? Should SCIP consider education programs at CSI and AIA conventions, as well as others such as IFMA, BOMA, ASCE, NSPE, SARA, and ASHRAE? These programs will take individuals' time and effort – and money. Beyond the pilot program stage, they cannot be at the expense of consultants donating time taken away from paying work.

Resources: A large number of SCIP members are already teaching – as a significant part of their yearly personal productive hour budgets. Some have contracts with large design offices to train office staff. Some of our members lead the field. Why should SCIP not mobilize this talent and set itself up to broker a national practice that provides the best instruction to those who need it and are willing to pay for it at private seminar rates? Members would be free to continue teaching in areas where they teach now, under whatever arrangements the work with now. This would foster developing teaching skills within SCIP, bringing up a new generation of skilled presenters to replace those who retire.

The Shape of Things to Come: SCIP teaching need not be confined to current formats found in colleges and public seminars. Various ways of offering training within A/E, association and owner offices can be devised, from the familiar box lunch format for short classes, to bringing product exhibits along with SCIP seminars, to using the banks of computers that are present in today's offices to offer hands-on laboratories in document production.

Caution: Asking supposedly more skilled or experienced specifiers to represent SCIP as paid teaching consultants can easily stir bad feelings among the 90% who are not asked to teach. A separate, for-profit, sister organization, drawing upon SCIP talent, might in the end be a less divisive setup. After all, who among us does not think he is the best teacher?

The administration of such a sister organization should be effectively controlled by SCIP's Board and should be set up to profit SCIP.

Cloning SCIP

Large Firm Roundtable of Specifiers (LFRS): In the early '90s the large office specifiers audited our Roundtable meetings. Before we stopped debating, for two years in a row, about whether we wanted them at our meetings, they mercifully decided that they wanted their own roundtable – and proceeded to go that way.

The group – by consensus – has decided to have no real organization – far less than SCIP. Their only rule is that there are no rules.

Well, they do define a large firm as one with multiple disciplines and multiple offices, but exceptions to that rule have occurred. LFRS is not affiliated with CSI or AIA in any way. They have been meeting for 1-1/2 days each year, between March and May, at the office of the firm that agrees to be next. There is an ongoing volunteer moderator – for the last few years it has been Brian Schroeder. Coordinating with the host, he gets a date set, gets input for a list of agenda, and moderates the meeting.

There are usually about 12 to 20 in attendance. New people come by invitation. The group is not too interested in growing because current attendance is about the maximum for good discussion and participation. Discussion and topics vary – they often go beyond specifications to other technical, legal, professional or industry issues. They benchmark on what people are doing and where their offices are heading. Issues are often issues peculiar to large firms, but some are basic spec issues that would interest any specifier (large firm, small firm, consultant, etc.). They bring in outside speakers on special topics, and often have a presentation by an expert from the host firm on some subject. Participants sometimes give demonstrations of what they are currently doing.

LFRS's routine has been quite consistent since the mid-1990s. The group knows what it is about, and wants to stay very low key. People are apparently happy with the format and the content and what they get out of it. There are no burning issues of wanting to change, expand, become more organized, etc., except for getting a little new blood into the group from time to time, so as not to go stale. Thus there has been no radical change in makeup, but a few new faces have indeed been coming the last few years – solely on the invitation of individual members.

LFRS does not talk about having a newsletter or anything other than the yearly meeting. There is however an informal email network that people use to ask for input on various specifying issues. The E-chat reaches almost everyone who comes to the roundtable.

Engineer Specifiers

In 1993, Charles Shrive PE, CSI, SCIP spent much effort in trying to set up an Engineers with Specifying Interests roundtable that would meet each year, simultaneously with the SCIP Roundtable, and then share in a joint meeting. Let Charlie describe the effort:

"I had mentioned this idea to Riesberg and Baker during the Convention, and they suggested developing . . . as part of the CSI organization. While that twist has some merit, I would tend to discourage it for several reasons, which I sum up by observing that top-down approaches have yet to excite engineers within the CSI fold. "I've decided to go ahead and see if a group of engineers can meet to "formalize" an informal group next year.
"I think this group should emulate SCIP – not in its present form, but in earlier form, before it came of age. To me that means an organization without permanent leadership save a designated newsletter editor and membership secretary, and with an ad hoc discussion leader chosen at its annual meeting, dues to cover newsletter expenses, pay-as-you-go-meeting charges, and bylaws stating not much more than the groups' purpose and membership qualifications. Simplicity.
"I'll try to form a core group of a half-dozen engineers before the end of the year.
"It would be helpful . . . for us to attend the SCIP Problems & Solutions session as guests on Wednesday PM. We could be quiet auditors, or you might schedule some tough engineering coordination problems . . . and invite us to join the melee. We would have our own cocktails and dinner [at the time of the Hufcor reception] and would convene Thursday in our own half-day meeting."

Charlie's ESI group never really got off the ground. What a pity.

Professionalism vs. Narcissism

Which Way? Is it our plan to develop SCIP as a promoter of quality specifying by independent consultants and related specialists? Or will we go the way that CSI seems to be heading, in which leadership training is overtaking professional education, and more Fellows are made for service to the Institute than for distinguishing themselves in specifications and in advancing technology?

Self-Absorption: Parkinson's Third Law says that the organization that concerns itself more with its internal deck-chair arrangement – at the expense of dealing with the world, the market, and its original purpose – is in an early stage of its own dissolution. Let's not obey that law.

Keeping Our Edge: SCIP has flourished under a sharing, 'less government the better' culture. Our very Roundtable way of meeting always brings new concerns to the fore. This has kept the excitement precisely in the area of SCIP's stated purpose: documents, standards, construction, products, information technology, threats & dangers, government relations, professional conduct, the legal climate, even a little education. KnowHow complements all of this 'keeping up-to-date'. Today, these concerns imply keeping an outward-looking eye – as only involved professionals can.

However, any plan to handle all specifiers – a diverse constituency with widely diverse interests, could let SCIP sink into a culture of mere accommodation and inclusivity: a sort of 21st Century, directionless, Ottoman empire (without the diversionary massacres of course). Let's not take either diversity or inclusivity to be ends in themselves.

One Member Speaks Up: (hastily, probably with a deadline looming)

"I believe SCIP will only flourish if it provides a focal point for things independent specifiers need to write better specs and stay profitable: An up-to-date newsletter, manufacturers' and member-shared specs in a common format on our website, someone to call (by phone or 4specs Discussion Forum), and bootleg copies of the 1995 MasterFormat after the 2003 MasterFormat fails.
"I believe success in these areas will derive revenue from manufacturers, membership from professionals, and notice from the construction community.
"We could also generate revenue and respect by creating a Specifiers' Guide to Specifications."

Wow: SCIP people are nothing if they are not frank.

Next: SCIP, in 34 years, has demonstrated itself to embody a healthy, growing idea, with several options for future development, including staying exactly the way it is. If it is thought wise to develop, then who should tomorrow's SCIP people be, and by what rules should they plot their response to challenges of 2003 and beyond?

Committees, start your hard-drives!

CONSTRUCTIONRISK.COM
ARTICLES OF INTEREST TO SCIP MEMBERS

CONTRACTOR NOT RESPONSIBLE FOR COSTS OF CHANGES CAUSED BY BUILDING CODE VIOLATIONS CONTAINED IN OWNER'S DRAWINGS

Where a contractor explicitly disclaimed responsibility for engineering of second floor additions creating snow load on existing roof structures, the court held that the contractor did not breach any implied warranty although certain building codes were apparently violated. In the case of Associated Builders, Inc. v. Oczkowski, 801 A.2d 1008, 2002 ME 115, the Oczkowskis [Owner] contracted with Associated Builders to covert an old restaurant into a motel. They provided the builder with detailed drawings. The contract was never executed by the parties but work was performed pursuant to an unsigned document stating in relevant part: "We [contractor] will complete the following Work on a Time and Material Basis, the word detailed below will be as per the plans provided by the owner..... Note: Contractor is not responsible for the Engineering of the 2nd floor Additions Creating Snow load on the Existing Roof Structures and will assume no liability for same." An "estimated" cost of $55,000 to $60,000 was provided.

After work began, the local code enforcement officer expressed concern about whether the proposed construction plans would comply with the building codes dealing with structural support for roofs bearing snow loads. The Owner retained an engineer to evaluate the situation, and the engineer recommended modifications to the plans. As a result of the proposed modifications, some of the construction work that had already been completed had to be ripped out and redone. This significantly increased the scope and cost of the job, bringing the total job cost to $84,000. The Owner objected to paying more than $50,000 for the job and they claimed that the contractor had agreed to waive its invoices for all amounts in excess of that. The contractor disputed this and ultimately filed a mechanics lien and litigation to recover the balance it claimed was due.

The trial court found that although the contract had not been executed, the written terms of the unsigned agreement would be binding upon the parties since they proceeded to perform the work pursuant to its terms. Moreover, the court found that the "estimate" of $50,000 was only for the work as "originally represented" and did not reflect the increased costs necessitated by the changes to the plans that had been provided by the Owner. Based on the theory of "quantum meruit" the court entered judgment for the full $84,000 on behalf of the contractor. As explained by the court, "quantum meruit requires proof that (1) services were rendered to the defendant by the plaintiff; (2) with the knowledge and consent of the defendant; and (3) under circumstances that make it reasonable for the plaintiff to expect payment." This judgment was affirmed on appeal, and the court also ruled against the Owner on the Owner's counterclaim for breach of warranty.

On the breach of warranty counterclaim the issue was whether the contractor had breached an implied warranty based upon the theory that every construction contract contains an implied warranty that the building will comply with all applicable building codes. In rejecting this, the court quoted other case precedent for the proposition that "Ordinarily, a contractor who completes a construction project in a workmanlike manner and in strict compliance with plans furnished by the owner will not be held liable for damages resulting from defects in the owner's specifications." Even though there is an exception to this rule in some states for commercial contracts where a contractor may have a duty to discern any reasonably obvious defects in the plans and bring them to the attention of the customer, the court here found that the contractor had expressly disclaimed any liability for problems associated with the engineering of the second floor structures and this negated any warranty that might have otherwise been implied by law.

CONTRACTORS RECEIVE CRIMINAL SANCTIONS FOR FAILING TO DISPOSE OF CANISTER OF FUMIGANT FOUND AT JOBSITE

By: J. Kent Holland, Jr.

If you think the only people or companies that suffer criminal penalty under environmental laws are big-time operators that cause terrible pollution, you should consider what happened to a contractor and subcontractor that were demolishing a building and constructing a new grocery store. After commencing work, the demolition subcontractor found two yellow canisters designed to hold gases under pressure. They had labels bearing crossbones and marked "poison." They also were stamped "Property of Reddick Fumigants." Mr. Case, superintendent for the contractor and Mr. Jerkins, the owner of the subcontractor, knew that the site owner had conducted an environmental site assessment which did not indicate the presence of any hazardous wastes or containers. They proceeded to remove the canisters from the building and set them in an open on-site area with the intent to have an environmental company remove them from the work site. Apparently, a few weeks after they moved the containers, an employee of the project owner stole them from the site and took them home to his cousin who connected to her propane stove and died from breathing the methyl bromide that leaked from the canisters.

Both construction companies and their employees, Case and Jerkins, were indicted by a grand jury and charged with illegal storage of hazardous waste in violation of the Resource Conservation and Recovery Act (RCRA). They were found guilty and sentenced to five years probation and fines of up to $100,000. Throughout their trial, and on appeal, the defendants argued that they were "small quantity generators" exempt from permit requirements for the storage of hazardous waste. They also argued that the canisters were not waste at all but that they were usable products that could be returned to their manufacturer for use for their intended purpose. The gas in the canisters weighed less than 100 kilograms.

The court held that the defendants could not qualify for small quantify generator exclusions because they didn't "generate" the waste but rather in the court's opinion, "disposed" of it. They were not "generators" since the canisters were "already waste when" the project owner for whom they worked bought the property. The parties submitted that they had no knowledge that they would not be considered generators who were exempt from the permit requirements. They also argued that they had no idea that "merely finding the cylinders on a jobsite or placing them on the ground without further containment constituted a felony." And they argued that even if the canisters were waste, they had no such knowledge, and that this negated an essential element of the criminal offense.

In rejecting all these arguments by the defendants, the appellate court held that the canisters were clearly discarded or abandoned and that "whether it was done intentionally is of no moment." The court affirmed the criminal judgments under RCRA, concluding that "the factual basis was sufficient to support the crime charged." United States v. Sims Brothers Const., 277 F.3d 734 (5th Cir., 2001).

NOTE: This case should serve as a warning to anyone working of a jobsite not to remove containers filled with hazardous materials (no matter how small they are) without obtaining professional advice concerning compliance with environmental laws. In this case the canisters were not even moved off-site. They were merely moved from one location to another at the same site. Had there not been an intervening theft of the canisters, it is possible that they would have been properly returned to their manufacturer or disposed of by an environmental firm since the contractors had discussed both of these possibilities. It does not appear that the parties involved had any intent to mishandle the materials, harm the environment or people, or violate any law. But the court held that none of that is relevant to the issue of criminal culpability under the RCRA environmental law.

ELECTRONIC DISCOVERY ISSUES - AN EMERGING CHALLENGE

By: Scott A. Aftuck, Esq.; Haese, LLC Attorneys at Law

It is becoming increasingly commonplace for businesses to conduct complex transactions electronically. Electronically produced documents, such as e-mail, provide companies with a fast and efficient means of communicating and discussing problems. Entire transactions are being completed without any data ever reduced to writing. Many people, however, do not realize that courts commonly require businesses to produce electronic documents during litigation. These electronic documents are valid as evidence, even if they were never printed out on paper. In fact, the recent antitrust case against Microsoft exemplifies the importance of such evidence and the extent to which it can reveal confidences in a way never intended. This electronic revolution has created the need for businesses to implement strategies for dealing with electronic documents both before and after disputes arise. Most companies, unfortunately, are not prepared to meet this challenge.

Under the Federal Rules of Civil Procedure, parties are required to produce "computerized data and other electronically-recorded information" as part of their discovery obligations. Advisory Committee Notes to the 1993 Amendments to Fed. R.Civ.P.26. "[I]t is black letter law that computerized data is discoverable if relevant" even if hard copies of the documents have already been produced. Anti-Monopoly, Inc. v. Hasbro, Inc., 1995 WL 649934 (S.D.N.Y. Nov 3, 1995). Courts have defined "computerized data" to include information such as "e-mail messages and files, back-up e-mail files, deleted e-mails, data, files, program files, backup and archival tapes, temporary files, system history files ... and other electronically recorded information." Kleiner v. Burns, 2000 WL 1909470 (D. Kan. Dec. 15, 2000).

The use of electronic documents as the sole manner of conducting business means that companies must seek to preserve this electronic data. If a company fails to maintain such electronic records, it may not be able to adequately prosecute or defend actions. Additionally, companies may be sanctioned for destroying electronic data. Consequently, it is important that companies implement a document retention policy in relation to electronically stored files in order to reduce this threat.

Typically, companies should preserve all electronically stored documents for a period of time. Once a party becomes aware that a suit has been filed or is likely to be filed, it must make sure to preserve all electronic data which it knows (or should know) as the subject matter of the dispute and/or will be requested during discovery. Courts have gone as far as requiring the production of e-mails which had previously been deleted off a computer system. Playboy Enterprises, Inc. v. Welles, 60 F.Supp.2d 1050 (S.D. Cal. 1999). If electronic files are destroyed after suit is filed, companies may be subject to severe sanctions, such as adverse judgment or dismissal of an action.

The ever-expanding use of electronically produced and stored information has led to the creation of new technology to deal with electronic discovery issues once litigation has commenced. This technology can help attorneys prepare for litigation, arbitration and/or mediation by assembling, storing and sorting the electronic documentation and allowing it to be retrieved almost instantly. Reliance on this new technology makes it easier and quicker to prepare complex, document intensive cases. An added benefit from this technology is that attorneys will need to spend less time reviewing and searching for documentation and more time preparing the case.

DON'T LET YOUR E-RECORDS TURN INTO SMOKING GUNS
By: Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.

Companies have good reasons to preserve e-mail and other electronic records for a specific period. And also good reasons to destroy records at the end of that period. But preservation entails more than simply storing information on computers, disks and tapes—and destruction entails more than simply deleting old files.

Why You Need A Policy: A 1999 study found that 92 percent of companies store records in electronic form, but only 28 percent developed a policy for retaining electronic records. To understand why you need a comprehensive policy for preserving and destroying electronic records, let's examine the increasingly central role that e-mail and other electronic evidence play in lawsuits and other disputes.

E-records and e-mail in particular have become smoking guns—especially in lawsuits. For example, an employee-plaintiff might use e-mail against the employer-defendant.

E-mail is a nearly instantaneous medium of communication in which users: (a) Write or include information that they wouldn't dream of expressing in traditional business letters, (b) Tend to be less inhibited about making derogatory or disparaging comments and may tend to use profanity and vulgarity, (c) Often hit the "send" button without considering whether they revealed more information than they should, (d) Believe e-mail is private and secure as long as it doesn't leave the company's internal communications network, and (e) Assume the deleting e-mail removes it from the computer and renders it irretrievable, especially if deleted without ever being printed out.

These points are particularly dangerous when we recognize that information available electronically can be easily and quickly transmitted to many locations worldwide. New drive-imaging technology can recover deleted electronic files from, for example, computer hard drives, disks, servers, handheld devices, cell phones, voicemail and other media. Additionally, company policy may require system backups that regularly save and archive information.

Elements of A Good Policy: Few courts differentiate between paper and electronic records. Recent changes in the Federal Rules of Civil Procedure limit broad electronic discover requests, particularly relating to e-mail, and allow a court to weigh the benefits and burdens of proposed discovery. A court can assess all or part of the costs of computerized discovery against the requesting party. So you should develop a comprehensive preservation-and-destruction policy that includes electronic records. Plan your policy carefully and apply it consistently. Consider these elements in developing your policy:

1. Backup. Develop a team composed of your managers, information technology staff and attorney to decide how often—and on what storage media—to back up and store all the data on your workstations, mainframe and network—including all files on company servers. Many companies back up their systems daily.

2. Retention. Work with your attorney to determine how long to preserve records whether or not governed by statute. For instance, consider how long you might need to maintain records that may be required to defend a substantial claim brought against your company. Also consider retaining all necessary software and equipment required to retrieve those records.

3. Organization. Catalog your electronic backup data—you might want to index it by date, user or any other criteria—for easy retrieval if needed for business, legal or other purposes.

4. Destruction. At the end of the retention period for each kind of electronic record, destroy the data. Don't just delete it. You must "wipe" all tapes, disks, and other electronic storage media (and "scrub"

hard drives)—or else physically destroy them. You can buy off-the-shelf utilities that will wipe and scrub, such as Symantec's WipeDisk and Cipher Logics' SecureDelete. Some companies establish a maximum of 60 or 90 days for retaining e-mail messages on individual employee's hard drives, unless related to ongoing projects. Some systems automatically purge e-records, e-calendars or similar information, so you must act to retain them.

5. Exceptions. Don't destroy evidence that is subject to a discovery request in litigation or that you are required by a court, or the the rules of a court, to retain; otherwise you may be subject to serious sanctions or penalties. Consult your attorney before you destroy any information that may be relevant to a lawsuit, dispute or litigation (even if you are not a party to that suit). You may need that information to defend or prove a claim that might eventually involve you. Consider establishing a special process of suspending regular document maintenance and destruction practices when litigation occurs.

6. Encryption. Consider encrypting some types of e-records, particularly privileged information. If you encrypt any data, keep a record of the encryption program used, the decryption passwords and decryption software in case you later need to produce the data.

Enforce Your Policy. Give careful thought to your retention-and-destruction policy because of the long-term ramifications that could result if a court orders you to produce electronic records. Of course, you must communicate your policy to employees and regularly inform them of updates and changes. Designate an employee or department to monitor the retention and destruction of electronic records. And enforce your policy consistently and firmly.

This article is reprinted with permission from the March/April issue of "Legal Alert" newsletter published by Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A., 1301 East Ninth Street, Suite 2600, Cleveland, OH 44114-1824; (216) 696-3311. For back issues of this newsletter, or additional information about the law firm, visit: http://www.kahnkleinman.com.

COPYRIGHT INFRINGEMENT OF DESIGN DOCUMENTS

When an architect's drawings were used to complete a project by a different architect when the original project developer transferred the project to a new developer, the original architect successfully sued the new developer for the unauthorized use of his design documents. The original architect ("NSI") performed professional services for the original developer ("Strutt") in three separate phases. In the first phase, NSI delivered to Strutt a proposed letter agreement under which NSI agreed to develop a schematic building footprint for an assisted living center called Satyr Hill. Although Strutt never executed the agreement, both Strutt and NSI fully performed according to its terms.

Next, NSI submitted a proposed letter agreement to provide additional architectural services to develop the exterior elevations for the project and attend a zoning exception hearing. Again, all terms of this proposed agreement were performed by Strutt and NSI although Strutt never actually signed the agreement. After this, NSI created four architectural drawings depicting the building footprint, the floor plans, and the exterior elevations. These were incorporated by Strutt's civil engineer into the development plan for the project and submitted to the zoning board which granted the request for a zoning exception.

While the zoning application was pending, NSI submitted a third proposed letter agreement to Strutt offering to create the design and working drawings for the remaining development of the project. This proposal stated,"If the above is acceptable, we will prepare a Standard AIA Agreement." Consistent with its record, Strutt did not execute the letter agreement. Several months later, NSI submitted a revision to this proposed agreement along with a "revised AIA Contract for Satyr Hill Catered Living per our recent discussions." The AIA Contract provided in relevant part that: "[t]he Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for

additions to this Project, or for completion of this Project by others unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect." Once again, Strutt failed to sign this agreement. One month later, Strutt advised NSI to cease performing services because Strutt's potential business partner had backed out of the project and Strutt lacked sufficient expertise to go forward with the project alone.

In an interesting twist, Strutt asked NSI if it might know of any potential buyers of the project that could complete it. NSI then successfully solicited buyers on behalf of Strutt and as a result a group called "Morningside Development" took over. Ironically, however, Morningside decided to consider different architects to complete the project. NSI advised Morningside that if it did so it had no authority to use the NSI drawings without its express written consent. Morningside thereafter entered into a design-build contract for construction of the project and provided the design-builder ("Hamil Commercial") with a copy of the NSI drawings. The design-builder in turn gave the drawings to its subcontracted architect ("EDG Architects"). Morningside then met with EDG and instructed it to avoid any modifications to the original plans and drawings that would necessitate obtaining a new zoning exception. After the project was completed, NSI Architects filed suit against Morningside alleging copyright infringement for unauthorized use of NSI's design documents.

In their defense, the defendants argued that they could not be held liable because they had an "implied nonexclusive license" to use the NSI drawings. They argued that the totality of NSI's conduct implied the existence of such a license. In analyzing whether such an implied license had been created, the court concluded that an implied license is created when three conditions are met, including "(1) a person (licensee) requests the creation of a work, (2) the creator (licensor) makes that particular work and delivers it to the licensee who requested it, and (3) the licensor intended that the licensee copy and distribute the work."

The third element of this test was not met in this case, said the court, because NSI did not intend that its copyrighted drawings be used on the project for which they were created independent of NSI's continued involvement. Nothing about NSI's representations or conduct suggested that it intended either the original developer or Morningside to use its plans without NSI's future involvement or express consent. In fact, NSI specifically advised Strutt to the contrary. The court made particular note of the fact that NSI submitted an AIA agreement to Strutt that stated NSI's intention that its drawings not be further used without its express consent. For these reasons, the court held that NSI did not grant a implied license to the defendants to use its drawings. Nelson-Salabes v. Morningside Development, 284 F.3d 505 (4th Cir. 2002).

----- Risk Management Note ------- Several lessons are learned from this case. It demonstrates the importance of using agreement forms such as those of the AIA that preserve the copyright interest of the architect. It demonstrates the importance of getting things in writing but shows that even when written agreements are not signed, the actions of the parties in performing in a manner consistent with the terms and conditions of the unsigned contract may be evidence of the contractual intent of the parties. Another issue is the importance of choosing clients that are financially sound and have experience with similar projects and contracts so that expectations may be managed and the project may be completed as anticipated by the design professional. Finally, it is somewhat surprising that the architect here apparently did not obtain any written assurances from Strutt before it assisted Strutt in finding another developer to buy the project, and that it likewise did not obtain any written assurances of the new developer, Morningside, before introducing it to the project.

REQUIREMENTS OF EXPERT AFFIDAVIT OF LAWSUIT MERIT

Statutes in several states require that law suits against design professionals be accompanied by an affidavit of merit by an expert, attesting there is a reasonable probability that the defendant did not exercise the requisite standard of care. The issue to be decided by the court was whether the state statute

required each defendant to receive an affidavit specifically naming that defendant and identifying his specific culpability. Where the affidavit failed to identify the defendant by name but instead referred only to the "defendant architects and engineers," an appellate court held that this was a sufficient affidavit.

The state statute provides: "In any action for damages for personal injuries . . . plaintiff shall . . . provide each defendant with an affidavit of an appropriate licensed person that there exists a reasonable probability that the care, skill or knowledge exercised or exhibited in the treatment, practice or work that is the subject of the complaint, fell outside acceptable professional or occupational standards or treatment practices." This statute was designed, says the court, as a tort reform measure to weed out frivolous lawsuits at an early stage and to allow meritorious cases to go forward. The statute requires that an appropriate licensed professional attest that there exists a reasonable probability that there was a deviation in the standard of care in the activity that is the subject of the complaint against the defendant. In this case, since the affidavit states that there was a deviation from the standard of care by "defendant architects and engineers, respectively," and since there was no dispute that the firm of "O'Donnell & Naccarato was the only engineering firm who performed the work on the project, the court concluded that it was not necessary under the circumstances to actually name the firm in the affidavit.

Another argument that the court rejected was that the affidavit was too generic and insufficiently specific. The court quoted from a New Jersey Supreme Court decision that stated: "The content of the expert's affidavit is summary in nature, and the required statement of opinion that the defendant's work or treatment fell outside acceptable professional standards need not be accompanied by the same detailed explanation and analysis that ordinarily would be contained in an expert's report required to be furnished pursuant to [the state statutes]." Medeiros v. O'Donnell & Naccarato, Inc., 790 A.2d 969 (N.J. Super. A.D. 2002).

MOLD-RELATED CONSTRUCTION DEFECT CLAIMS: WHO IS LIABLE FOR ALLEGED DAMAGE CAUSED BY EXTERIOR INSULATION FINISHING (EIFS)?
By: Gordon & Rees, LLP

EIFS or synthetic stucco is at the forefront of construction defect allegations regarding water intrusion, property damage and mold growth. EIFS generally consists of a layer of exterior grade gypsum glued to a foam board. The foam board is then coated with a heavy base coat of the synthetic stucco. Next, a layer of fiberglass mesh is pressed into the base coat. The final step is an application of an acrylic, water-resistant finish.

EIFS is used for its properties of better insulation, more durability, and as a less expensive alternative to traditional stucco. Prior to 1996, there are claims that the EIFS did not provide a path for water that migrates behind the EIFS to drain back out. Since 1996, manufactures have new EIFS products that provide migration paths. However, the use of EIFS has declined following the 2000 International Residential Code ("IRC") decision to ban EIFS. Several states have adopted the IRC recommendation.

Recent lawsuits allege that the synthetic stucco material actually becomes porous and allows water to seep in and become trapped, rotting the wood beneath the exterior finish and causing potentially severe structural damage and mold. Often claims are made that improper installation causes water from rain and other sources to migrate through damage or gaps in the coating or below and along windows, doors and other wall penetrations where there is not adequate flashing.

EIFS claims are being made against manufacturers, developers, architects and builders. The claims are a hybrid of product liability and construction defect. Manufacturers point to poor installation and maintenance, while the trades look to the inherent properties of the product. While typical theories of liability and defenses among the parties are present, there are issues that may limit the number of defendants on these claims.

A national class action settlement agreement has been reached on behalf of homeowners of EIFS-clad homes in states other than North Carolina against one manufacturer, Dryvit Systems, Inc. Bobby R. Posey, et al. v. Dryvit Systems, Ind., No. 17,715-IV (Tenn. Cir. Ct., Jefferson City.) There is an "opt out" deadline of September 3, 2002 for class members. A fairness hearing on the settlement is set for October 1, 2002. There is controversy regarding the benefits to homeowners. Plaintiffs claim the settlement is "repair-oriented" and based upon agreements reached with the company in North Carolina in 1997 and 1998. The agreement provides that members are entitled to free inspections, partial reimbursement for repairs and a three-year limited warranty. The warranty does not include any incidental or consequential damages and specifically excludes liability for mold. Repairs are reimbursed at 40 percent of the estimated cost of repair, up to a maximum of $6,000. The settlement offers no money up front to any members other than the named plaintiffs. Critics of the agreement claim it is wrongly based on the premise that the EIFS can be repaired and fails to address the substantial consequential damages potentially caused by mold. For more information on the settlement see www.stuccosettlement.com. For members that do not "opt out," any claims for mold related damages cannot be made against Dryvit.

In some instances the manufacturer is no longer a viable defendant due to bankruptcy. In Baltimore, six homeowners of a gated townhouse community sued the developers, general contractor and subcontractor for allegedly defective installation of a synthetic stucco product called InsulScreen that is claimed to have allowed moisture intrusion and mold to grow underneath the siding. Gerzanich, et al. v. Struever Bros., et al. (Md. Cir. Ct., Baltimore City). The InsulScreen EIFS is also allegedly defective. The manufacturer United States Gypsum, a division of USG Corp., filed for Chapter 11 bankruptcy in 2001 due in part to asbestos related liabilities. As such, the manufacturer cannot be named as a defendant in lawsuits such as Gerzanich until the company emerges from bankruptcy.

The issue of limited liability due either to class action settlements or bankruptcy of EIFS manufactures is likely to present issues in future lawsuits as to whether builders and developers will bear a greater portion of liability for the uncompensated consequential property damage and bodily injury claims resulting from these suits.

STAUTE OF REPOSE APPLIES TO BREACH OF CONTRACT AND NEGLIGENCE ACTIONS

When the exterior EIFS system of a building wall fell down following a severe storm more than 10 years after construction had been completed, a ten year statute of repose was held to bar the building owner's suit against the construction contractor regardless of whether the legal cause of action was framed as tort (negligence) or breach of contract.

In Hagerstown v. Hagerstown, 793 A.2d 579 (Md. 2002), the court reviewed the purpose and the details of the Maryland statute of repose affecting construction contracts, and concluded that the statute in question was not limited in its application to tort actions, but applied as well to claims for breach of contract or breach of warranty. As noted by the court, many states have adopted statutes of repose with respect to actions on defective improvements to real property. These statutes vary widely "in terms of what they cover, who is protected, and the time periods allowed." Some statutes such as the District of Columbia, New Mexico and Connecticut expressly exclude breach of contract actions from the statute of repose. Other states have statutory language quite similar to that of Maryland and interpret the language such that it will only apply to tort actions and not to breach of contract. Examples of these, says the court, include Ohio and Minnesota. While Texas courts conclude that their state's statute applies to both breaches of contract and tort actions.

According to the Maryland Court of Appeals, the state statute is "intended to protect architects, engineers, contractors, and others involved in the construction industry from being hauled into court by reason of latent defects that did not become manifest until years after the completion of construction." The court says, "That protection would be fragile, indeed, if it depended on how a plaintiff chooses to frame and

plead its cause of action." In the final analysis, says the court: "The issue should be whether, if the injury or damages arises from the defective and unsafe condition of an improvement to real property, that injury or damage occurs more than ten [ ] years after 'the date the entire improvement first became available for its intended use,' and not whether the claim is pleaded as one in contract or tort." Since it concluded that the clear intent of the statute was to terminate liability ten years after the damage caused by the latent defect, the court held that both the tort and breach of contract claims were barred by the ten-year statute of repose.

OVERSEAS ARCHITECTS TO BE AUTOMATICALLY LICENSED IN US?

Charles Traylor, AIA, NCARB, Archline CAD Services, Ltd.
Email:archline@archline.com, Web Site: www.archline.com*

Third world architects may soon be able, via the Internet, to function as duly registered architects-of-record for projects right here in the United States. The competition could prove to be quite a challenge to local US firms. Anyone who thinks this is unlikely should refer to a recently published document entitled "Accord on Cooperation and Professionalism in Architecture".
This document was linked to an AIA web site article entitled, "European, American Architects Seek Mutual Recognition," AIArchitect – Industry News, dated December 2002, which in turn was circulated via a second link in an email to the AIA membership, dated 09 December 2002.

My attention focuses on the second paragraph in the Preamble to the above "Accord," which reads as follows:

"Mutual Recognition means that an American Architect who possesses a professional diploma and is duly licensed by a US jurisdiction shall be recognized as an Architect in any EU Member State, and an architect recognized under the terms of EU Directive EEC 85/384 in any Member State of the European Union shall be recognized as an architect throughout the
United States of America."

With an eye toward reciprocal recognition of professional licensure in the U.S. and European Union, representatives from the AIA, the Architect's Council of Europe (ACE), and the National Council of Architectural Registration Boards (NCARB) ceremonially signed an Accord on Cooperation and Professionalism in Architecture December 6 in Washington, D.C. Via this Accord, the above listed organizations seek to reach a "Mutual Recognition Agreement" over the next 12 months.

The full text of the AIArchitect-Industry News story can be accessed at: http://www.aia.org/aiarchitect/thisweek02/tw1206/1206tw2ace.htm.The full text of the Accord can be accessed at: http://www.aia.org/aiarchitect/thisweek02/tw1206/1206tw2ace_accord.pdf

It is understandable that American architects would like the opportunity to expand their scopes of licensure to include Europe. However, I am not sure that there are many American architects who understand that they would also be compelled to cope with the traffic of EU and other architects, who will surely be intending to establish professional status in the United States. Pursuing a business-as-usual approach, the proposed economic playing field for the business of future architectural practice in our country appears ready to be tipped significantly against the Americans. American architects, functioning in the wake of such mutual recognition, will likely be faced with substantially redefining and reshaping their roles in the architectural services markets, both here at home in the US and internationally. The transition will probably be faster than anyone might have imagined. It may not be so much a question of if it will happen. It may be more a question of when.

Currently, the EU consists of the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom. It is my impression that the levels of compensation and the costs for architectural business activities in many of these countries are less, and in some instances significantly less than they are in the United States. EU architects, who come to the United States to secure lucrative architectural commissions, will be able to go back to those parts of Europe, where labor and overhead are less, to produce their work. It would appear that US based architects, attempting to provide professional services here at home in our own country, will be exposed to varying degrees of competitive disadvantage. And of course there are the EU candidate countries, which when admitted to the EU, could bring a group of architects from several third world economies into this same US architectural services market. I understand that these candidate countries include Bulgaria, Cyprus, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Romania, Slovakia, Slovenia and Turkey. Additionally, it is my impression that the United

Kingdom still retains significant economic, political and legal ties to the Commonwealth of Nations. Currently, I understand members of the Commonwealth of Nations include the following countries:

Antigua and Barbuda, Australia, The Bahamas, Bangladesh, Barbados, Belize, Botswana, Brunei Darussalam, Cameroon, Canada, Cyprus, Dominica, Fiji, The Gambia, Ghana, Grenada, Guyana, India, Jamaica, Kenya, Kiribati, Lasotho, Malawi, Malaysia, Maldives, Malta, Mauritius, Mozambique, Nambia, New Zealand, Nigeria, Pakistan, Papua New Guinea, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Samoa, Seychelles, Sierra Leone, Singapore, Solomon Islands, South Africa, Sri Lanka, Swaziland, Tanzania, Tonga, Trinidad and Tobago, Tuvalu, Uganda, Vanatu, Zambia and Zimbabwe.

Many of those nations are third world economies, which I suspect maintain some sort of reciprocity agreements with the UK. I am concerned that we could see architects from those countries, seeking and obtaining professional standing in the UK as a conduit for access to the US architectural services market. This would further erode the competitive position of US architects attempting to do work right here at home. The differences between the levels of US compensation and overhead and those of many third world economies do not vary by a few percentage points. They vary by whole orders of magnitude.

It could be that in the future, as in the automobile and many other US industries, architectural services sold here in the United States will be mostly an imported commodity.

On December 11, 2002, I wrote an email letter to each of the American signatories to the "Accord on Cooperation and Professionalism in Architecture," voicing my thoughts on this matter. So far, I have not received any responses. These signatories are listed below:

C. Robert Campbell, AIA, NCARB president
Robert A. Boynton, FAIA, NCARB president-elect
Lenore M. Lucey, FAIA, NCARB executive vice president
Gordon H. Chong, FAIA, AIA president
Thompson E. Penney, FAIA, AIA president-elect
Norman L. Koonce, FAIA, AIA executive vice president/CEO.

However, I did see an article, which subsequently was published in the NCARB periodical, Direct Connection, 2002 Volume 5, Issue 2, written by the president of the NCARB, C. Robert Campbell, AIA, NCARB. The article was entitled, "The President's Letter". Campbell stated, "Ultimately, I would like to see the NCARB Certificate accepted as indefeasible evidence of an architect's credentials to practice in the U.S…Mutual acceptance is...a necessity for the profession of architecture. Likewise, our efforts to address mobility concerns will positively affect...international reciprocity." He goes on to say, "Architects must recognize that we are operating in the global arena. We certainly have the option to opt out of the talks U.S. trade representatives are holding with various countries and economic cooperations. To do so, however, leaves our profession at the mercy of officials who know little about what we do. I am convinced we would not like the outcome if the government chose to define international reciprocity standards for us."

At about the same time that I sent the above referenced email letter, I visited by phone with Bill Smith, a Dallas architect, who serves as a Director of the Texas Society of Architects. He was at the signing of the Accord in Washington, D.C. last month. He stated that it was his impression the Accord had been primarily pushed by representatives of the Architect's Council of
Europe.

Currently, educational standards, work experience standards and professional license testing for architectural registration in many countries generally are not considered to be equivalent with those in place in the US. For instance, in many countries graduation from an accredited local university with an

architectural degree qualifies one for local architectural registration. However, with the introduction of the previously described Mutual Recognition Agreement there will be a huge incentive for the architectural licensing jurisdictions of many countries, especially third world countries, to meet or exceed educational and work experience requirements now in place with the NCARB and its member boards. Once these offshore jurisdictions
have met the quality criteria, it would seem to me that the NCARB would become legally bound to begin lobbying its member boards for compliance, threatening sanctions, such as the loss of NCARB sponsored interstate registration reciprocity as a penalty for refusal.

The deal with Europe is not the only movement afoot for international architectural reciprocity. Another program is described below: Refer to http://www.aia.org/institute/uia, which was published on the AIA Web Page, dated 16 Oct 02 and entitled, "UIA Accord on Recommended International Standards of Professionalism in Architectural Practice". Many topics are covered in this Accord (not to be confused with the one being separately pursued with the Architect's Council of Europe), which was the product of an international meeting held in Beijing, China in July 1999 and attended by representatives of our own AIA and NCARB. Of particular interest are references in the Accord to the General Agreement on Trade in Services (GATS). The Accord supports the call by the GATS for establishment of international reciprocity for the registration of architects. The GATS is an offshoot of the General Agreement on Tariffs and Trade (GATT), and has serious international consequences for service providers of all kinds. The GATT was first signed in 1947. The agreement was designed to provide an international forum that encouraged free trade between member states by regulating and reducing tariffs on traded goods and by providing a common mechanism for resolving trade disputes. GATT membership now includes 140 countries. They have set timetables for partial and full implementation of their objectives.

Paul A. Knapton, a US architect and Construction Industry Arbitrator working and living in Malaysia, has written a provocative online article entitled, "General Agreement on Trade in Services
(GATS) and the Malaysian Architectural Profession: A Boom or Bust to the Local Market?" Knapton is a 1980 graduate of the Pratt Institute School of Architecture. He received his license to
practice in New York in 1983, and since 1996 has been involved in international practice and has worked with a major Malaysian architectural firm.

Knapton's article can be accessed at http://www.geocities.com/internat_arch/article1.html. He writes from the vantage point of the Malaysian AEC community, which is part of what might be regarded as a prototypical third world economy. His vision is that, due to comparatively low compensation requirements of Malaysian AEC firms, the GATS will provide the abilities, advantages and incentives to export their professional services to the lucrative markets of the world's industrial countries, especially including the United States.

So there you have it, the problem. It would be interesting to hear your views about possible solutions-responses.

IN MEMORY OF TOM WALSH

John A. Raeber, FAIA, FCSI, CCS

I just received notice that Tom Walsh, my mentor and friend, died on Sunday October 20, 2002 of heart disease at Missouri Baptist Medical Center near St. Louis. I first met Tom when he moved to St. Louis to teach in the architecture program at Washington University in 1972. I was in my last year working on my Masters degree and I had the good fortune of being assigned as Tom's teaching assistant. Tom had been the head of the specifications department at A. Epstein & Sons Inc. in Chicago from 1965 until 1969 when he joined John Schruben and Bob Peterson as one of the original writers for Masterspec. He never mentioned why he didn't go to Washington D.C. with John and Bob, but I have always felt that it was a blessing for me that he came to Washington University that year.

During 1972 through 1973 Tom and I worked together organizing the architecture school's manufacturer's catalog library and the architectural technical books into the CSI format. We found many fascinating items from as far back as 1910, including a ten page hand written specification done in the finest of architectural hand.

Tom had been able to get a copy of Masterspec for the school and taught a class in specifications writing that year. As it was his first year teaching he spent time going over his class outline with me, giving me an opportunity to learn about specifications writing beyond the normal class lectures. He enjoyed telling me stories of the projects he'd worked on with Epstein, especially the refrigerated buildings. Although my focus had been toward industrialized construction during my last two years at Wash U, my time with Tom provided an opportunity to see another potential venue for an architect who was interested in the technology of construction.

I graduated in June, 1973, and with the basics in specifications I'd been taught by Tom I applied for work with the specifications department at Hellmuth, Obata, and Kassabaum (HOK) in St. Louis. George Kassabaum headed the drafting and documents portion of the office at the time. Gyo Obata was in charge of design and George Hellmuth was in charge of soliciting projects. George Kassabaum had also been the President of the American Institute of Architects when they bought Masterspec. So, HOK was already using Masterspec for their specifications and I was hired on the spot.

During my six years at HOK Tom and I had the opportunity to work together as HOK brought him in on several occasions to help out when there was more work than we could handle. Then, in 1976, Tom was asked to teach a continuing education course at Washington University to help young professionals study for the architectural licensing exam. Tom was not a licensed architect and felt some concern that he didn't know exactly what to teach with such a broad topic. I had just passed the exam and so Tom asked me to team teach materials and methods with him. During the next three years Tom and taught the class together, my first opportunity to teach a regular class. Tom and I also worked together in the St. Louis Chapter CSI with me serving as Tom's Vice President/President Elect and Tom serving as advisor during my Tenure as Chapter President.

After I moved to San Francisco Tom and I saw less and less of each other. I dropped in to see him at Washington University a couple of times on visits to my family in St. Louis. And, we saw each other at the CSI national conventions. When I started teaching materials and methods of construction at CCAC I decided to start wearing bow ties. Tom had always worn a bow tie and it just seemed to be appropriate if I was going to be teaching. When we saw each other at conventions we'd talk about old times and laugh about the bow ties, I had to use a mirror to tie them, Tom couldn't tie one if he was looking in a mirror.

I will always remember his generosity, his warmth, and his smile. He was responsible for my going into specifications writing. He was responsible for startingme out teaching. He taught me the importance of our work and the greater importance of training others to take over. Tom, thank you for everything!

DON'T POST SECURITY SPECS

Anonymous, From an Actual Email from a Security Consultant

Mr. Architect: I assume that you know that if you post the security spec on the FTP site you may have very costly legal issues to deal with. This spec is a secret and it was agreed that it would not be posted publically to assure that the security system design is not compromised. No security system design materials may be posted to ftp sites per a recent standard adopted by the American Society for Industrial Security.

Don't put it on the FTP site. If you did put it on the FTP site, get it off before I find out officially. I thought this was made clear to your assistant but he is very busy and probably forgot. If I find out that it was posted we have a costly problem because I have to redesign the damn system, specify a new product, etc., and my fee is high. If someone didn't tell you this and it got posted, get it off and what I don't know won't hurt me. But by all means get it off the ftp site quickly.

This is not my rule and it is not negotiable. Insurance could be denied and the museum might not be able to open. Please take this request very seriously. This museum cannot and will not open without fine arts insurance. I already been through this on other projects.

You are also NOT permitted to have the spec on your computer hard drive if you have any connection whatseover to the internet or receive email on that computer. Real big time criminals DO hack architects for these specs. You may work with our spec on your hard drive then save it off your drive to removable media. Don't leave it on your drive. You can leave it on a drive if you never connect it to the internet for email or any other purpose and can assure that the computer won't be stolen.

We get about 30 hacking attempts PER WEEK that are not script kiddies looking for MP3's. They are criminals trying to break in to museums by stealing blueprints and alarm system specs from our computer. (No kidding) Specs are writtem on a computer that is never connected to the internet and while we do email specs back and forth, we never post them because we don't want other design team members to see them. We send specs and drawings to the electrical and hardware people who need to see them and others only if necessary.

If you have any questions feel free to call me. Thanks for your understanding. I've been out of the office all week so if someone from my office sent you pdf files, they did so without thinking.

BIRCH SHORTAGE

Bill Bowdren, Marshfield Doors

As you may know, there is a temporary shortage of birch veneer doors in the United States. Reasons For the Birch Shortage: Warm winter weather that did not allow loggers into the forest. Canada has restricted the harvesting of the biggest and best birch trees. Marshfield DoorSystems' July demand for white birch skins has increased over the first five-month average of 2002 by 61%. Two of the largest birch face suppliers in North America took an extended shutdown period due to lack of logs. The largest birch skin supplier in North America doubled their summer shutdown for a lack logs. The birch suppliers are in allocation mode to their customers.

Action Steps Being Taken: Expediting every birch order that we have placed with suppliers. Evaluating all possible options. Purchasing has contacted every birch supplier in North America and has purchased everything that was available. Purchasing is monitoring the situation on a daily basis.

Through our birch suppliers, we have heard that this is a market wide situation. Our competitors should be having the same difficulties we are experiencing.

SCIP's PULSE

Please fax your anonymous response to this informal survey to Mark Kalin at 617-964-5788 before January 31.. Do not indicate your name on the form. Fax numbers will be chopped off the replies before results are collated.

1. Are you planning to attend the SCIP meeting in Chicago? ___ yes ___ no ___ undecided

2. If you are going to Chicago, will you be registering for the CSI Educational Programs? ___ yes ___ no ___ undecided

3. Should SCIP continue to exhibit at CSI? ___ yes ___ no ___ undecided

4. Are you planning to attend the regional SCIP meeting in San Diego at the AIA Convention? ___ yes ___ no ___ undecided

5. Should SCIP exhibit at the AIA Convention? ___ yes ___ no ___ undecided

6. Should SCIP expand its membership to include full-time in house-specifiers? ___ yes ___ no ___ undecided

7. Should SCIP expand its membership to include specifiers employed by manufacturers? ___ yes ___ no ___ undecided

8. Should SCIP continue to accept money from manufacturers to sponsor SCIP events? ___ yes ___ no ___ undecided

9. Should KnowHow continue to include product literature from manufacturers? ___ yes ___ no ___ undecided

10. Should KnowHow include paid advertising? ___ yes ___ no ___ undecided

11. Do you use Sweet's Catalog on a regular basis? ___ yes ___ no ___ maybe

12. Do you participate in the 4specs discussion forums? ___ yes ___ no ___ what forum?

13. Do you download manufacturer's specs from Arcat? ___ yes ___ no ___ what specs?

14. Will you write an article for the next KnowHow? ___ yes ___ no ___ bribe me

Your comments (on the future of SCIP or any other pressing issue):

SCIP BOOTH AT CSI

CSI reported that 8,316 people registered at The CSI Show in Las Vegas. 49% of attendees that specified an occupation were architect/specifiers, 20% contractors, 8% engineers, 4% facility managers, 4% construction managers, 4% contract administrators, 4% owner/developer/support personnel. (which doesn't add up to 100%)

Doug Hartman, Dane Dodd-Hansen and David Lorenzini greet attendees at the SCIP Booth at the CSI Convention in Las Vegas

Attendees reported that 77% expect their volume of business to increase over the next 3 to 5 years. 72% specify, recommend or are the final decision maker in purchasing decisions. 49% work for a company with an estimated total specifying power in excess of $5 million. 45% will purchase or recommend purchase of products from CSI 2002 exhibitors within 4 months or less.