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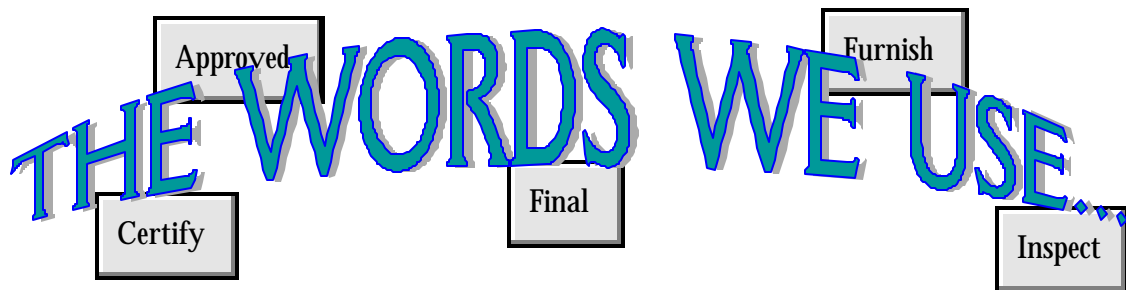
# Technical Bulletin

FROM SPEIGHT, MARSHALL & FRANCIS, P.C.

**Structural Engineers - Steel Detailers - Precast Concrete  
Detailers**

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On a regular basis, we plan to distribute these informational leaflets about crucial - but often ambiguous - structural engineering topics. With the knowledge of our featured subjects, our goal is to help our clients improve their profitability while reducing their liability. We suggest distributing a copy of our technical bulletins throughout your office and keeping them on hand for quick reference.



## **Introduction:**

Since communication failures often are at the center of lawsuits, we should be careful that the words used in our Construction Documents (CD's) are clear and easily understood without room for ambiguity. *Effective* oral and written communication does not come naturally for most people, particularly more technically educated people. Regardless of our *intentions* when we described something in our CD's, the definitions of our word choices will likely be decided by case law or by a jury who is not familiar with, what we consider, standard construction terminology.

## **Categories of Words to Avoid**

If you must use these types of words, be sure to *describe specifically* what you mean to say.

### **1. Extreme Words**

This category includes words like "final", "all", "complete", "any" or "best". Extreme words typically impose conditions that are *virtually impossible* to fulfill.

### **2. Words with Ambiguous Meanings**

This category includes words like "inspect", "oversee", "supervise" or "estimate". These words are ambiguous because they can have numerous meanings to different people. These words do not state to what extent to perform the action. They also do not state the quality of work that is required.

### **3. Promise Words**

This category includes words like "guarantee", "certify" or "warrant". These words imply that we will *unconditionally* do what is stated.

## **Words and Phrases to Avoid and Why:**

Again, if you must use these words or phrases, be sure to *describe specifically* what you mean to say.

**“To be removed”** This phrase is commonly used in projects involving demolition. It states that something is to be removed, but *not what party is to do the removing*. In one case, a contractor left all items denoted “to be removed” out of his bid price and turned in a huge change order. The case went to court and the contractor won. The note “to be removed” was not considered a directive to the contractor.

**“Furnish or Provide”** These words direct the contractor to supply or make available something, but *do not give instruction to install the supplied item*.



**“Install”** This word instructs the contractor to install something, but *not to provide it*.

**“Or Equal”** Typically, we use the phrase “or equal” to mean that an item should possess the same performance qualities and characteristics as the one specified. This term should be replaced with “or equivalent”.

**“Approve”** Webster’s dictionary defines “approve” as “*to sanction, concert to, confirm, or ratify*”. This word should be avoided. Even using the word “approval” and placing limitations on it could be dangerous.



### **Conclusion:**

On your next set of Construction Documents, keep in mind that the “standard” terminology we use can often be ambiguous. Work on communicating more clearly. Choose your words more carefully. Ask yourself “if posed in a law suit, would the word I’ve chosen really be descriptive enough for a lay person to understand without confusion?” If there is any doubt, select another word or be more descriptive. In other words C.Y.B. “Cover Your Business”; you’ll be glad you did.



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