



The Tool Box

Serving the Electrical, HVAC & Plumbing Industries Since 1912

Volume 2, Issue 6 | August 8, 2005

THE POUND OF FLESH

BY: TOM FRISBY

It was a dramatic moment in the Court Room. Young Antonio had executed a bond (a contract), which gave to the other party (Shylock) the right to take a pound of flesh in the event of default. Antonio's attorney was arguing for his very life, for a pound of flesh taken in juxtaposition to his heart was certain death. Then Portia, Antonio's attorney, did something that not enough of us do: She actually *read* the contract. The contract provided that Shylock could take the pound of flesh, but no more. He could not take "one drop of . . . blood" or Shylock himself would be put to death and his property forfeited.

So often in this industry we start reading the contract, as we are getting ready for litigation. Just as Portia actually seemed to have developed her defense in the courtroom itself, potential litigants may be discovering rights and duties as they prepare for the case, instead of as they prepare for the project.

What is a contract? A printed form only the lawyers and the judges can decipher? That is the popular conception. But a contract is really a composite of three principles: it embodies the mutual expectations of the parties; it delineates the risks of the parties (that is, it is a risk allocating instrument); and it is a management tool for getting things done (like payments, changes to the contract).

The first principle is that of "mutual expectations". If you are the "buy" (the owner as we call them in this industry), you have expectations from two parties: the designer and the contractor. I hear owners say: "Look, I hired a designer and a contractor to design and build what I wanted and to keep me out of trouble. If there is a problem or a dispute, it must be fixed or paid for by one or both of them, not me." And conceptually, this is true. Most owners are like car buyers who just want transportation. The car buyer doesn't want to get involved in the parts and pieces that make up the car (he doesn't buy this sparkplug, this transmission) . . . he buys transportation that will satisfy his needs. The same is true of a person wanting to buy a house or office building. He wants to establish his needs and have them met by the designers and the contractors. He doesn't want to become involved in disputes or details he often knows little about. He also doesn't want to buy a building that leaks, that has faulty air flow and has a bunch of green spots all over the walls. And he doesn't want to buy a lawsuit.

The designer expects that he will have adequate time and money to design the project and provide necessary administration; that he will make a reasonable profit, and enhance his reputation. And, of course, the contractor expects he can build the project as set forth in the plans and specifications, within the contract schedule and price and that the owner and designer will perform their decision making duties on a timely basis and not obstruct his work.

These expectations must be set forth in adequate detail in the contract documents with clarity so that each party unequivocally understands what he must do to comply with them. So, in theory at least, the following is the equation:

$$\text{Owner's Requirements} = \text{Design Documents} = \text{Contractor's Estimate} = \\ \text{Project Performance} = \text{Project Function}$$

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THANKS TO ALL WHO ATTENDED AND SPONSORED THE MCASC SUMMER CONVENTION AT THE



JULY 21st-24th

SAWGRASS
MARRIOTT
RESORT &
BEACH CLUB

PONTE VEDRA BEACH
FLORIDA

**Mechanical Member:
John J. Kirlin, Inc. — Carolinas Division**

John J. Kirlin, Inc. (JJK) is a full service mechanical contractor, originally founded in Rockville, Maryland in 1960 by John J. "Buddy" Kirlin. Mr. Kirlin managed the company until 1982, when Wayne T. Day was named President and Chief Executive Officer. JJK is a privately held company owned by Mr. Day and his partner and Executive Vice President Michael A. Mack. Over the past 45 years, the company has grown from a single office in Rockville, Maryland to a corporation with multiple divisions performing work all over the United States.

JJK has successfully completed projects involving all types of commercial, medical, research, institutional, government, communications, biopharmaceutical and industrial facilities.

The company employs over 1000 people including over 200 engineers and project managers, 70 drafting/coordination personnel, 1,000 tradesmen, support and management staff. JJK provides its consistent approach through its senior staff whom averages over 15 years experience with JJK. All employees receive on-going training to maintain cutting edge industry standards. In addition, JJK has completed project in 40 states and select offshore U.S. Provinces.

JJK operates one of the largest engineering-coordination departments and three of the largest and most advanced fabrication facilities in the country. These facilities fabricate up to 60 inch diameter piping and contain the most current technological computer-aided-design, pipe and metal fabricating equipment available. JJK holds ASME pipe welding and fabrication stamps: R and PP for repair and pressure piping. The company has available virtually every type of tool or instrument required in the mechanical trade.

The Carolinas Division of JJK was established in 1984 and is headquartered in Raleigh, NC. This division has conducted operations throughout South Carolina since 1991, and is currently serving the state of South Carolina from its base of operations in Columbia, SC.

***John J. Kirlin, Inc. — Carolinas Division
West Columbia, SC 29169-4801
Phone: 803.791.1692 Fax: 803.794.9478***

AUGUST BIRTHDAYS

Hank Garrison	August 2	Aero Service	
Tonja Ivey	August 2	Roger's Computers	
Guy Hancock	August 2	H. R. Allen	
Jean King	August 2	James M. Pleasants (G'ville)	Wife of Harry
Anne Watkins	August 4	Bernoulli Insulation Company	Wife of Ray
Richard Miller, Sr.	August 5	City Plumbing Co. of Florence, Inc.	
Gary Mullins	August 12	Insulation Contractors, Inc.	
Bob Hill	August 13	Hill Electric Co.	
Gail Waldrop	August 14	Waldrop Heating & Air Conditioning	Wife of Benny
Cheryl McIntyre	August 18	Compton Construction	
Buz Teas	August 18	Smith & Stevenson	
Sharon Burkett	August 19	Burkett Systems	Wife of Tommy
Reece McWilliams	August 21	Columbia Cooling & Htg.	
Freddie T. Zeman, Jr.	August 21	F. T. Zeman Electric & Refrigeration	
Miriam Allen	August 22	H. R. Allen	Wife of Roddy
Jimmy Shealy	August 23	Shealy & Sons Electric Co., Inc.	
Dave Garbee	August 23	S & S Insulation	
Billy Starrett	August 24	Hughes Supply, Inc. -Electrical Div. - Charleston	
Judy Minor	August 25	G-M Mechanical	
Bob Duke	August 27	Honorary Life Member	
Cindy Prevatte	August 27	North Strand Mechanical	Wife of Paul
Patrick Leake	August 31	James M. Pleasants Co. (Charlotte, NC)	

Happy Birthday!!

HAPPY BIRTHDAY MEMBERS! WE WOULD LIKE TO ANNOUNCE YOURS!

PLEASE CALL THE BIRTHDAY HOTLINE AT (803) 772-7834 OR EMAIL TO mflowers@mcasc.com

PROJECTS FOR BID & BID FORECAST

MECHANICAL CONTRACTORS ASSOCIATION OF SOUTH CAROLINA
 P.O. Box 384, Columbia, South Carolina 29202 · 1504 Morninghill Drive, Columbia, South Carolina 29210
 PHONE (803)772-7834 · FAX (803)731-0390 · E-MAIL: mflowers@mcasc.com WEBSITE: www.mcasc.com

JOBS TO BE BID THROUGH THE MCASC BID PROCEDURE.
 ALL MECHANICAL CONTRACTORS WHO ARE NOT MEMBERS OF THIS ASSOCIATION BIDDING ON THESE ADVERTISED JOBS ARE
 INVITED AND URGED TO UTILIZE THE MCASC BID PROCEDURE PUBLISHED HEREIN.
 INFORMATION PUBLISHED BY THE MECHANICAL CONTRACTORS ASSOCIATION OF SOUTH CAROLINA

NOTES:

1. ALL JOBS LISTED WITHOUT REFERENCE TO THE MCASC FOUR-HOUR DESIGNATION ARE EITHER ZERO OR TWO-HOUR BID JOBS.
2. ALL ASPECTS OF THE MCASC FOUR-HOUR BID PLAN APPLY TO JOBS DESIGNATED AS EITHER ZERO OR TWO-HOUR JOBS WITH THE EXCEPTION OF TIME & BID PROCEDURE OFFICE/SIGNATORY GENERAL CONTRACTOR INTERFACING.

*MCASC BID PROCEDURE SIGNATORY GC'S INDICATED WITH "O"

PIEDMONT AREA

CHAIRMAN DESIGNATING COMMITTEE
 DAVID BISHOP
 TEL: (864) 578-7252 FAX: 578-341

NO JOBS LISTED

MIDLANDS AREA

CHAIRMAN DESIGNATING COMMITTEE

NO JOBS LISTED

PEE DEE AREA

CHAIRMAN DESIGN. COMMITTEE
 WILLIAM L. SELF
 TEL: (803) 432-8519 FAX: 432-3845

PAUL PREVATTE
 G'TOWN, HORRY & MARION
 TEL: (843) 272-4915 FAX: 272-6071

JIMMY LEE
 FLO, DAR, DIL, C'FLD & M'BORO
 TEL:(843) 669-8243 FAX: 673-0826

NO JOBS LISTED

COASTAL AREA

CHAIRMAN DESIGNATING COMMITTEE
 RON RUNYON
 TEL: (843) 556-5636 FAX: 763-3091

NO JOBS LISTED

WELCOME NEW MEMBERS

COLONIAL SUPPLEMENTAL LIFE - PAUL CLARK — GREENVILLE
 ELLIOTT DAVIS, LLC — ROGER MOBLEY — GREENVILLE
 FAULKNER HAYNES & ASSOCIATES — JIM HAYNES — WEST COLUMBIA
 SIMPSONVILLE CHEVROLET — GORDON SMITH — SIMPSONVILLE

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5+ Years Experienced Commercial HVAC Service Technician
 Pre-Employment Drug Screen Required — Good Driving Record — Good Attitude
 Bear Mechanical Services, LLC Is an Equal Opportunity Employer
 Bear Mechanical Services, LLC
 Contact: Dennis Anonie or apply in person
 Address: 203-A Dooley Road, Lexington, SC
 Phone: 803.356.3466
 Fax: 803.356.3822

BIRTH ANNOUNCEMENTS

Kalyn Grace Baxter born on August 1 to Grandparents Jerry & Dayle Baxter
(Tri-Star Constructors-Simpsonville)

WEEK OF AUGUST, 2005 – SEPTEMBER, 2005

DAY JOB NO. 4/HR LOCATION NAME BID DATE TIME
No Jobs Listed

2005 MCASC Summer Convention - AWARD WINNERS
Sawgrass Marriott Resort & Spa
Ponte Vedra Beach, Florida

GOLF

Captain's Choice Darlene McGee Beth Higdon

Winning Team: Vicki Bobbitt Cindy Sheppard

Long Drive: # 7 Bo Beard

Closest to Pin: # 2 Chris Kirkland # 5 Bo Beard

11 John Minor # 14 Bo Beard

Best Dressed: Female: Cindy Sheppard Male: Chip Allison

Best Sportsman: Female: Darlene McGee Male: Mike Hough

Best Duffer: Female: Cindy Sheppard Male: Henry Poplin

Floating Hole Award: John Babson

TENNIS

Female: Mary Pat Minor Male: Bob Smith

KIDS AWARDS
FUN AFTERNOON AT THE BEACH

Best Sand Castle Best Kite Flyer Best Water Toys Best James Island Golf

All of the Children

SHOPPING

Florida Economic Improvement Award: Terri Harley

DRINKING

The Blitz Award: John Minor

OTHER AWARDS—EDUCATION PICK A WINNER

John Leland & Marshall Hepler

We Have 3 R's Just For You... Relax, Rejuvenate & Remember

MCASC 148TH SEMI-ANNUAL CONVENTION - JULY 21-24, 2005
 SAWGRASS MARRIOTT RESORT & SPA - PONTE VEDRA BEACH, FLORIDA
 THANKS TO THE FOLLOWING COMPANIES FOR THEIR GENEROUS SUPPORT

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 BB&T/BOYLE-VAUGHAN INSURANCE - COLUMBIA
 B & L ELECTRIC Co. - WEST COLUMBIA
 BOYKIN CONTRACTING - WEST COLUMBIA
 BRYCE MECHANICAL - FLORENCE
 BURKETT SYSTEMS - COLUMBIA
 CASHION ELECTRICIANS - COLUMBIA
 CHARLOTTE PIPE & FOUNDRY - CHARLOTTE
 COLONIAL SUPPLEMENTAL INSURANCE - GEORGIA
 CONTROL MANAGEMENT - COLUMBIA
 G. R. HIPPE CONSTRUCTION Co. - CHARLESTON
 CULLUM MECHANICAL CONSTRUCTION - CHARLESTON
 EASLEY MECHANICAL - EASLEY
 FERGUSON ENTERPRISES - CHARLESTON, COLUMBIA, FLORENCE & GREENVILLE
 GATEWAY SUPPLY - COLUMBIA
 G-M MECHANICAL - GREENVILLE
 HAJOCA CORPORATION - TAYLORS
 HILL PLUMBING & ELECTRIC Co. - SUMTER
 HOFFMAN & HOFFMAN - CHARLESTON, COLUMBIA & GREENVILLE
 JAMES M. PLEASANTS Co. - CHARLESTON, COLUMBIA & GREENVILLE
 JERRY'S PLUMBING Co. - CONWAY
 METRO ELECTRIC Co. - CHARLESTON
 PALMETTO AIR & WATER BALANCE - GREENVILLE
 PIEDMONT NATURAL GAS - GREENVILLE
 ROBINSON MCFADDEN - COLUMBIA
 SANITARY PLUMBING CONTRACTORS - SIMPSONVILLE
 SELF'S HEATING & AIR CONDITIONING - CAMDEN
 SHEALY & SONS ELECTRIC - WEST COLUMBIA
 SIFCO MECHANICAL - SUMTER
 SMITH, KESLER & Co. - GAFFNEY
 SMITH & STEVENSON - CHARLOTTE
 TRI-STAR CONSTRUCTORS OF GREENVILLE - SIMPSONVILLE
 VICTAULIC COMPANY - GEORGIA
 WALDROP HEATING & AIR CONDITIONING - SPARTANBURG

PROGRAM AGENDA

The Effect of Changes to the Contract
The Kinetic World of the Construction Contract

- **The Importance of the Program and Design Phase (The Petri Dishes for Project Changes & Disputes)**
- **The Role of the Contract**
- **Scope Changes**
- **Differing Site Conditions**
- **Time Related Changes – Delays and Suspensions**
- **Time Related Changes – Accelerations**
- **Time Related Changes – Terminations**
- **Pricing**

This program is beneficial for all managerial and supervisory personnel in your organization

For more information or to set-up a seminar feel free to email without obligation.

For other services of The Frisby Group, refer to: www.frisbygroup.net

Email: thomasfrisby@msn.com

One Day In-House Seminar for Construction Contractors

This Program is beneficial for all managerial and supervisory personnel in your organization.

The Program

In each block of material, in addition to the lecture segment, a real problem illustrating the issue will be discussed with the attendees to assure complete understanding. In addition, there will be a mock partnering and a mock mediation in which the attendees participate. Lunch will be a working lunch for this will be an intense and participative learning experience.

The program can be tailored to special needs of your company. For example, if you do a great deal of hospital work, industrial, design and build, or Government, the program's emphasis can be shifted to those categories of the market.

Presenter

Thomas N. Frisby coupled his law degree with an engineering and financial management educational background together with a lifelong commitment to the construction industry.

He is an author, a professor, a certified mediator, and a lecturer to construction associations across America. He has handled the disputes on signature projects such as Aloha Stadium (where the Pro Bowl is played each year), the Central Arizona Project, and the Metro in Washington, D.C. He has represented designers such as Minoru Yamasaki who designed the World Trade Center, three of the top 100 general contractors. He has represented Owners such as Duke Energy in the construction of the one billion-pump storage plant at Bad Creek, SC. He has written two books for R.S. Means and is writing a third at this time for self-publishing. He is a former Associated Professor of Law at the US Air Force Academy where he authored a book on Government Construction Law. He has lectured at the Texas A&M and the Stellenbosch Construction Executive Management Programs. He has presented papers at the national conferences of PMI, CSI, AGC, and MCAA. He was honored with a lifetime membership in the South Carolina Mechanical Contractors Association.

Cost

The cost, excluding any expenses is \$1,250. You can have as many attendees as you wish, and even invite up to (5) third parties you believe will benefit from this program. Price includes a disc of the materials with permission to make as many copies for your personnel as you like.

MCASC 2005 COURSE REGISTRATION

COMPLETE AND FAX OR MAIL TO MCASC
 P.O. BOX 384, COLUMBIA, SC 29202
 TELEPHONE #: 803-772-7834 FAX #: 803-731-0390
 EMAIL: mflowers@mcasc.com WEBSITE: www.mcasc.com

NAME: _____ **COMPANY:** _____

ADDRESS: _____ **PHONE:** _____ **FAX** _____

CITY: _____ **STATE** _____ **ZIP** _____ **EMAIL ADDRESS:** _____

NAME ON LICENSE: _____ **LICENSE NO.:** _____ **STATE** _____

Payment Method

Please Invoice

Check Enclosed for \$ _____

NOTE:
 WE OFFER A DISCOUNT
 IF YOUR COMPANY REGISTERS
 THREE (3) OR MORE
 FOR THE SAME COURSE.
 SEND 3...THE 4TH IS FREE

NOTE:
 All Courses Will Be Held At
 The MCASC State Office
 Training Facility
 1504 Morninghill Drive
 Columbia, SC

NOTICE:
 ANYONE FAILING TO WITHDRAW FROM A COURSE
 TWO WEEKS PRIOR TO ITS START WILL BE BILLED
 FOR THE ENTIRE COST OF THE COURSE.
 NO EXCEPTIONS.

PLEASE PLACE A CHECK BESIDE EACH COURSE YOU WISH TO REGISTER FOR:

NC, GA & AL APPROVED
 Measuring & Maximizing
 Employee Productivity
 October 5, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

NC, GA & AL APPROVED
 The 3 Things Contractors
 Must Do To Succeed &
 101 Ways To Do Them
 October 19, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

NC & GA APPROVED - AL PEND.
 Surviving An OSHA Inspection
 October 26, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

NC, GA, & AL APPROVED
 Hydronic Systems One
 November 2, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$ 50.00 Non-Member: \$ 100.00

NC, GA, & AL APPROVED
 Effectively Communicating
 With Today's Workers
 November 9, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

NC & GA APPROVED - AL PEND.
 How To Identify, Meet & Exceed
 Customer Needs
 November 16, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

NC, GA, & AL APPROVED
 Hydronic Systems Two
 November 30, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$ 50.00 Non-Member: \$100.00

NC, GA, & AL APPROVED
 Steam Systems
 December 7, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$50.00 Non-Member: \$100.00

NC, GA, & AL APPROVED
 Management Skills
 For New Supervisors
 December 14, 2005 - Columbia
 Time: 9:00 AM - 4:00 PM
 Member: \$175.00 Non-Member: \$225.00

Pound of Flesh by Tom Frisby (Continued from Page 1)

This means the owner should clearly establish his needs and limitations (budget, schedule, for example) and communicate them through the contract with the designer. The designer must develop plans and specifications that provide such complete and accurate detail that the contractor knows what to build and what the acceptable standards are for acceptable. And the contractor must price *those specified requirements* – not what he hopes he can get away with or what it will take to get the low bid. And those documents should clearly set out the administrative duties of each of the parties, such as decision-making, payment, the submittal process requirement . . . All pretty simple, but the failure in accurate clear draftsmanship is one of the key reasons for disputes among the parties. The designer says: “Well, that’s not what I *meant*”, the contractor says, “Well, that’s not what I *priced*.”

Along the lines of expectations, the contractor (except design and build) can expect that he will be a contractor, the designer the engineer. Often, today, we see that the documents are written in such a way that an engineering or design burden is being placed upon the contractor or the designer simply tells the contractor: “you figure it out”. The designer should be able to expect that the contractor will comply with specified tolerances, rather than the contractor saying: “Well, that’s not industry standard, you know. All builders have a lot of imperfections in their work – after all, this is the construction industry, not a manufacturing company.” And so, what does the contract mean? Does it mean the designer can elude his engineering responsibilities that he was paid by the owner to do? Does it mean that contract terms and tolerances cannot be strictly enforced? So, part of expectations is the role and accountability of the other parties to the contract. When lines roles become gray and accountability is not accepted, the contract begins to lose its meaning.

The contractual expectations are the “pound of flesh”. Each party has a duty to give his pound of flesh and to expect the same from the others. If you try to take more than your pound of flesh from the other party, or give less than your specified pound of flesh, the project gets in trouble. But the contract must clearly specify the contents of that pound of flesh.

The contract is also a risk allocating instrument. It should be clear who has what risk. For example, the owner should clearly have the risk for the quality and accuracy of the contract documents as between himself and the contractor. If there are design errors that increase the contractor’s cost, the owner should not say: “Well, that is the designer’s problem, so let him pay!” The contractor has a contract with the owner; it is the owner’s duty to compensate the contractor instead of sitting back and watching a dog fight between the designer and the contractor as they attempt to resolve their conflicts. Frankly, I think the old days were the better days when there was simply a reasonable contingency in the owner’s budget for changes (including design error) and the designer was not charged financially for those changes. The designer’s fee is just too low, error and omission insurance is just too costly for him to be able to swallow much in the way of changes due to drawing changes. And I personally believe the speed with which many projects must be designed increase the probability of error in the design phase as well. A good project is a collaborative one; that is destroyed when the designer and contractor are pitted against each other over whose pocket the cost of a change comes out of. Speaking of the “old days”, there was a time when the architect was the “supervisor” and then the lawsuits started rolling in by contractors and third parties claiming that the architects were breaching their “supervisory” duties. And yet, that was not a bad world, because the architect was deeply involved in the project and generally was a “team” leader and player.

And the last concept of the contract is that it is a management tool. Except for some of the squirrely clauses inserted to overprotect one of the parties (either in the general contract or the subcontract), the general conditions set forth a way of management, that if followed, most likely will produce a successful project. It tells the contractor to plan and schedule, to coordinate, to have a quality program, to have good workmen and supervisors. When contractors whine to owners or their representatives about not being able to get good people, they should read their contracts for they have a contractual obligation to have good people and supervisors. If they can’t get them, then they had better learn how to and to train them. No good people, no good project. Inadequate scheduling and planning; no quality program. . . no good project. In every contract, written or otherwise, both parties have an obligation of fair dealing and the obligation to not interfere with the progress of the other. (This means that the State contracts with a “no damages for delay clause” should be unenforceable for there is a legislative mandate of fairness that is embodied in each State contract. The “no damages” clause is inconsistent with that legislative mandate.) So, the owner has a duty to perform its decision-making functions on a timely and objective basis. Untimely decisions . . . negative impact on the project. The point is that the contract is not just a legalistic document. It has been built empirically over the years to embody the management principles that, if followed, has the greatest probability of producing a successful project.

As important as the contract is, I still find every day the people responsible for its performance often do not read it. How often the superintendent & the foremen have not read the technical specifications. In many cases, the foreman are told what to do and do not even review the plans. So many times there are disputes over punch lists because someone hasn’t read the contract documents. As important as clarity is, we are seeing an increasing trend of Requests for Information. As important as decision making is, we still see far too often unreasonable delays in the owner/designer responding to requests for decisions by the owner. As important as built in quality is to the project and its function, and the contractors’ profit, we see far too many punchlists, construction defects, warranty calls.

If we all took the contract as seriously as Portia, maybe we could make some of these problems go away.

**Associate Member:
Maddux Supply Co.—Charleston**

Maddux Supply Company is a full line electrical distributor servicing the needs of electrical contractors, original equipment manufacturers, industrial users, residential contractors, government facilities, and institutional markets. Maddux Supply Company, incorporated August 8, 1965 by Mr. Joe H. Maddux, began servicing customers in the Greensboro, North Carolina market through a direct sales office. The company quickly expanded to include warehousing so products could be locally available.

On February 4th, 2004 Maddux Supply Company was acquired by Mayer Electric Supply, Birmingham, Alabama. Today with the combined synergies of both companies and over 50 locations in the Southeast, Mayer Electric Supply is in the top 10 largest electrical distributors nationwide.

Mayer began as "The Electric Company," when it was founded by the late Ben S. Weil in Birmingham, Alabama in 1930. The economic collapse in the 1930's caused the business to be sold to Mr. Max Mayer, who renamed the company Mayer Electric Supply. Mr. Weil remained with the company as the General Manager and repurchased the company in 1934, but decided to keep the name. In 1979, Charles Collat, Sr. and his family acquired the portion of stock in the company that had been held by Leonard Weil, the founder's son, leaving the Collat family as the sole owners of the business.

Industry, product and application knowledge are critical to providing their customers with solutions. Education and training is required for all employees but also formalized into programs and classes offered to their customers. These classes are offered locally at each Maddux Supply branch training facility.

Service completes the package. More than 750 Maddux/Mayer Supply Company employees service their customers on a daily basis. From the engineering and planning stages of your project to the final checklist and ultimately the maintenance of your product package, their service comes before, during and after the sale.

Products, Knowledge and Service...*that* is what their customers recognize and appreciate. Please visit their website www.madduxsupply.com/www.mayerelectric.com and one of their locations soon.

Maddux Supply Co.

2547 Oscar Johnson Drive, Charleston, SC 29405

Watts: 800.849.8714

Phone: 843.747.8714

Fax: 843.747.8730

**Congratulations to our next Associate & Mechanical Members who will be highlighted in the upcoming issue of "The Tool Box":
Waldrop Heating & Air Conditioning, Inc. – Spartanburg
McCormick Insulation — N. Charleston**

SEPTEMBER 2005 MONTHLY AREA MEETINGS

MIDLANDS AREA

Thursday, September 8, 2005 @6:00 PM (**note date change!**)
Location: 1504 Morninghill Drive – MCASC State Office, Cola.
Sponsored By: Rental Service Corporation

Topic: Lance Still, Mike Swindall & Ty Campbell will give a brief overview of RSC

PIEDMONT AREA

Tuesday, September 13, 2005 @6:00 PM (Seminar @ 4:30 PM)
Location: 288 Fairforest Way, Greenville (**note change**)
Sponsored By: Trane Upstate Carolina

Seminar Topic: Succession Planning for Business Owners
I want to sell my business!! Ask yourself these questions: Why, when, how, to whom and for how much??? Planning is essential to preserve, protect and promote the value of your business in order to create a cash payment or an income stream.

PEE DEE AREA

Thursday, September 15, 2005 @7:00 PM (Workshops @5:30 PM)
Location: 1416 S. Floyd Circle, Florence
Sponsored By: Carolina Insulation Contractors
Presenters: Dan Brailsford, Clay Robinson & Chuck McDonald

Topic: 3 Segment Workshop By Robinson, McFadden Attys.
1. Contracts, Claims & Collections;
2. Employment Issues Including the New Employee Handbook Rules; 3. Recent Developments in the Courts and Legislature Affecting Construction

COASTAL AREA

Tuesday, September 27, 2005 @6:00 PM (Seminar @ 4:30 PM)
Location: To Be Announced
Sponsored By: Atlantic Electric Company

Seminar Topic: Succession Planning for Business Owners
I want to sell my business!! Ask yourself these questions: Why, when, how, to whom and for how much??? Planning is essential to preserve, protect and promote the value of your business in order to create a cash payment or an income stream.



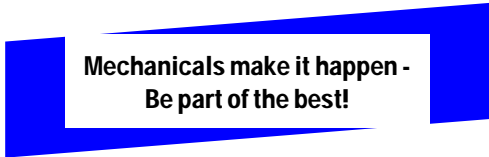
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MCASC would like to extend our thoughts and prayers to the following families:

CONCERNS

- Buddy Parson, Cullum Services, Lexington**
- Gloria Hill (Wife of Bob Hill) Hill Electric, Anderson**
- Mark Griggs (Son of Roger Griggs) Roger's Computer Service, Lexington**
- Sandra Merritt (Wife of Ray Merritt) Cullum Mechanical, Lexington**
- Preston Mitchell (Father of Tommy Burkett) Burkett Electrical Systems, Columbia**
- Lois Duke (Mother of Bob Duke) Honorary Life Member, Greenville**
- Benny Waldrop, Waldrop Heating & Air Conditioning, Spartanburg**
- Estelle Purvis (Mother of Darlene McGee) Bryce Mechanical, Florence**
- Josephine McWilliams (Wife of Reece McWilliams) Columbia Cooling & Heating, Columbia**
- Richard Miller, Sr., City Plumbing Co. of Florence, Florence**
- Mildred George (Mother of Robbie Stephens) Temporary Services, Spartanburg**

SYMPATHY

Brandon Bass of Wilson, NC (Nephew of Alan Tingler) Smith & Stevenson, Charlotte