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Contracts, Specifications and Engineering Relations (Daniel W. Mead, 1956)

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This newly revised edition covers the subject of technical contracts and specifications for architectural and engineering work, a subject not generally included in standard form books. The preparation and review of technical contract specifications demand a familiarity with engineering techniques and terminology, as well as a legal appreciation of the relationships among the parties involved, and, in the case of governmental work, of the required formal procedures. This volume clarifies many such points.

Although the introductory portion is addressed to students of engineering, the chapters on “Personal and Ethical Relations” and “The Use of English” would be of value to any lawyer. There is a brief presentation of the origin, nature, and development of law and the elements of contracts, with a series of chapters dealing with competitive bidding, pricing methods, and contracting procedures ordinarily used today. Considerable emphasis is given the important items to be covered in the general conditions of a contract and the preparation of technical specifications. Two valuable appendices cover (1) a specimen contract and specifications for a power company dam and (2) a tabulation of standardizing bodies that prepare and furnish technical data.

The text material is most readable, and many points are brought out that could lead to ambiguities resulting in unnecessarily increased costs, disappointing performance, or involved litigation. Examples are given of both good and bad phraseology in engineering contracts, and the advantages and disadvantages of various clauses are compared. The textbook, long used in many engineering colleges, offers such a wealth of practical suggestions and information that it is recommended as a worth-while addition to the library of any law student or practicing attorney.

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