

## 1. Guarantee Exclusion and Consequence Procedure

**Effective Date: July 1, 2015 (initial Final Inspection Report date)**

- 1.1. **Contract specified item(s) in variance to the AWS** will be excluded from the AWMAC Guarantee will be communicated in writing by the manufacture and chapter administrator at shop drawing review, final (& sample) inspection reports. Examples:
  - Veneer core doors.
  - Rotary cut veneer specified for custom grade.
  - 1.1.1. The exclusion wording to include on the Guarantee will be added to the Guarantee Application by the AWMAC Chapter GIS administrator.
- 1.2. **Project conditions that are beyond the manufacturer's control** that precludes compliance to AWS will be excluded from the AWMAC Guarantee and communicated immediately to the GC and design professional. The same information will be included in all subsequent reports. Examples:
  - Walls boarded prior to contract without blocking.
  - Environmental controls (HVAC) not functioning but GC (contract) requires installation.
  - 1.2.1. The exclusion wording to include on the Guarantee will be added to the Guarantee Application by the AWMAC Chapter GIS administrator.
- 1.3. **Specified item(s) that are controlled by the manufacturer member that are non-compliant** will be excluded from the AWMAC Guarantee.
  - 1.3.1. All will be tracked in the GIS database.
  - 1.3.2. Any penalty revenue generated will be subject to the prevailing AWMAC and Chapter agreement.
  - 1.3.3. If the non-compliant items are not made good by the manufacturer within a reasonable time period (guideline; one month after report), the not compliant item will be dealt with in one of following tiers.
  - 1.3.4. Depending on the severity of the non-compliant items, the administration and adjudication will either be done by the local GIS Representative, the Adjudicating Committee and/or the GIS Committee.
    - 1.3.4.1. Adjudicating Committees of three (3) GIS Representatives (not from project or member/installation regional area chapter) are created by the GIS Committee on as-needed basis to deal with the particular manufacturer's non-compliant issues.
  - 1.3.5. **Tier ONE**
    - 1.3.5.1. Administered by the local GIS Committee Representative
    - 1.3.5.2. **Issues, such as:**
      - 1.3.5.2.1. One minor aesthetic issue with written owner acceptance:
        - Cabinet case edge is wrong colour.
        - Cabinet door gaps exceed limits but are uniform (not to exceed tolerances of an inferior grade).
        - Adjacent panels are not flush (not to exceed tolerances of an inferior grade).
      - 1.3.5.2.2. Contract specified non-compliant items not listed in submissions (shop drawings):
        - Oversize (height and /or width) ¾" thick doors that were not addressed in listings.
    - 1.3.5.3. **Actions:**
      - 1.3.5.3.1. Will be done in a timely manner (guideline - one month).

- 1.3.5.3.2. Written request for compliance.
- 1.3.5.3.3. If the local GIS Committee Representative finds the member’s work or action (or lack thereof) to be deemed a Tier One violation then:
  - 1.3.5.3.3.1. A caution letter will be sent to the manufacturer (see appendix for example)
  - 1.3.5.3.3.2. Recorded in GIS database.
- 1.3.5.3.4. If the local GIS Committee Representative finds the member not at fault, no action is required.
- 1.3.5.3.5. If the local GIS Committee Representative finds the issues to be greater than Tier ONE, the GIS Committee will be notified.
- 1.3.5.4. **Penalties:** None
- 1.3.5.5. **Frequency:** Allow one per two year period or per 10 GIS projects
- 1.3.5.6. **Exclusions:** Exclusions limited to that particular issue only.
- 1.3.6. **Tier TWO**
  - 1.3.6.1. Administered by the GIS-Committee Representative.
  - 1.3.6.2. **Issues, such as:**
    - 1.3.6.2.1. Any single Tier ONE issue not accepted by owner.
    - 1.3.6.2.2. Two Tier ONE non-compliant issues within two years or ten GIS projects.
    - 1.3.6.2.3. Two or more Tier ONE non-compliant issues within one project with written owner acceptance.
    - 1.3.6.2.4. One major aesthetic issue with written owner acceptance:
      - Wall or cabinet exposed surfaces not sequenced.
      - Panel matching does not conforming to grade (Custom or Premium)
    - 1.3.6.2.5. One material issue within one project with written owner acceptance:
      - Core material not specified.
      - Cut and/or grade of material not to standard.
    - 1.3.6.2.6. One minor performance issue within one project with written owner acceptance:
      - 1.3.6.2.6.1. Edging or face not machined to standard.
  - 1.3.6.3. **Actions:**
    - 1.3.6.3.1. Will be done in a timely manner (guideline two months).
    - 1.3.6.3.2. Local GIS Committee Representative to notify the GIS Committee.
    - 1.3.6.3.3. Local GIS Committee Representative informs member either the non-compliant work is made good within 2 weeks or further action will be taken.
    - 1.3.6.3.4. Member written response required.
      - 1.3.6.3.4.1. If the Local GIS Committee Representative finds merit in the member’s response and/or other

extenuating circumstances, it may suggest to the GIS Committee to waive all further action.

1.3.6.3.4.2. If the Local GIS Committee Representative finds the non-compliant item(s) are deemed to be less or more extensive than Tier TWO issues, than the appropriate Tier ONE, THREE or FOUR procedures will be followed.

1.3.6.3.4.3. If the Local GIS Committee Representative finds the member's work or action (or lack thereof) to be deemed a Tier TWO violation then Tier Two Penalties will apply.

1.3.6.3.4.4. Recorded in GIS Database.

1.3.6.4. **Frequency:** Allow one per two year period or per 10 GIS projects.

1.3.6.5. **Exclusions:** Exclusion for the whole AWS section(s) if within one project or multiple projects.

1.3.6.6. **Penalties:** Two projects, submissions, shop and or site inspections over a one year period, not including GIS projects. The member to be charged for GIS Inspectors time plus overhead at a combined cost of \$100.00 per hour. Other costs incurred, such as travel, will also be included in the final invoice.

**1.3.7. Tier THREE**

1.3.7.1. Administered by the Adjudicating-Committee.

1.3.7.2. **Issues, such as:**

1.3.7.2.1. Any multiple Tier TWO issues (or greater) within a two year period or per ten GIS projects.

1.3.7.2.2. Failure to include and comply with the GIS Program on a GIS specified project.

1.3.7.3. **Actions:**

1.3.7.3.1. Will be done in a timely manner (guideline two months).

1.3.7.3.2. Local GIS Committee Representative to notify the GIS Committee.

1.3.7.3.3. The GIS Committee creates an Adjudicating Committee.

1.3.7.3.4. Adjudicating Committee informs member either the non-compliant work is made good within 2 weeks or further action will be taken.

1.3.7.3.5. Member written response required.

1.3.7.3.5.1. If the Adjudicating Committee finds merit in the member's response and/or other extenuating circumstances, it may suggest to the GIS Committee to waive all further action.

1.3.7.3.5.2. If the Adjudicating Committee finds the non-compliant item(s) are deemed to be less or more extensive

than Tier THREE issues, than the appropriate Tier ONE, TWO or FOUR procedures will be followed.

1.3.7.3.5.3. If the Adjudicating Committee finds the member's work or action (or lack thereof) to be deemed a Tier THREE violation then Tier THREE Penalties will apply.

1.3.7.4. **Frequency** - Allow one per two year period or per 10 GIS projects

1.3.7.5. **Penalties** -Three months to one year suspension of GIS privileges plus one to three projects inspected, as determined by the Adjudicating Committee, including submissions, shop and/or site inspections over a one year period, not including GIS projects. The member to be charged for GIS Inspectors time plus overhead at a combined cost of \$100.00 per hour. Other costs incurred, such as travel, will also be included in the final invoice.

1.3.8. **Tier FOUR**

1.3.8.1. Administered by the Adjudicating-Committee

1.3.8.2. **Issues, such as:**

1.3.8.2.1. Any multiple Tier THREE issues (or greater) within two year period or per ten GIS projects.

1.3.8.3. **Actions**

1.3.8.3.1. To be done in a timely manner (guideline - three months).

1.3.8.3.2. Local GIS Committee Representative to notify the GIS Committee.

1.3.8.3.3. The GIS Committee creates an Adjudicating Committee.

1.3.8.3.4. Adjudicating Committee informs member either the non-compliant work is made good within 2 weeks or further action will be taken.

1.3.8.3.5. Member written response required.

1.3.8.3.6. If the Adjudicating Committee finds merit in the member's response and/or other extenuating circumstances. Special dispensation may be considered for members on their first project or concurring projects. The adjudication committee may suggest to the GIS Committee to waive all further action. If the Adjudicating Committee finds the non-compliant item(s) are deemed to be less than Tier FOUR issues, than the appropriate Tier ONE, TWO or THREE procedures will be followed.

1.3.8.3.7. If the Adjudicating Committee finds the member's work or action (or lack thereof) to be deemed a Tier FOUR violation then Tier FOUR Penalties will apply:

1.3.8.3.8. The Member may appeal the Adjudicating Committee's findings to the GIS Committee.

1.3.8.3.9. Recorded in GIS database

1.3.8.4. **Frequency** – None.

- 1.3.8.5. **Exclusion** – Exclusion for the whole AWS section(s) if within one project or multiple projects.
- 1.3.8.6. **Penalties**
  - 1.3.8.6.1. Immediate suspension of GIS privileges.
  - 1.3.8.6.2. Request to the Chapter Board of Directors to terminate membership.

**2. GIS Policy and Procedures Compliance and Consequence Procedures**

**2.1 Tier ONE**

- 2.1.1 Administered by local GIS Committee Representative.
- 2.1.2 **Issues, such as:**
  - 2.1.2.1 One-administration error:
    - Stating the GIS dollar value in tender documents.
  - 2.1.2.2 Two or more submission errors:
    - Not stating items that are variance to the AWS, e.g. materials types or dimensions, assembly methods.
- 2.1.3 **Actions**
  - 2.1.3.1 Will be done in a timely manner. (guideline - one month)
  - 2.1.3.2 If the local GIS Committee Representative finds the member's work or action (or lack thereof) to be deemed a Tier ONE violation then
    - 1.4.3.2.1. A caution letter is sent to the manufacturer. (see Appendix for example)
    - 1.4.3.2.2. The violation is recorded in the GIS database.
  - 2.1.3.3 If the local GIS Committee Representative finds the member not at fault, no action is required.
  - 2.1.3.4 If the local GIS Committee Representative finds the issues at hand to be greater than Tier ONE, the GIS Committee will be notified.
- 2.1.4 **Penalties** - Caution letter kept on file. (GIS database)
- 2.1.5 **Frequency** - Allow one per two year period or per 10 GIS projects, per date of caution letter.

**2.2 Tier TWO**

- 2.1.1 Administered by the GIS Committee representative.
- 2.1.2 **Issues**
  - 2.1.2.1 Having two Tier ONE issues within two years or within a span of ten GIS projects.
  - 2.1.2.2 Request for inspection (RFI) submitted *after* manufacturing has started.
  - 2.1.2.3 Failure to record and report Temperature & Humidity for a Project during installation.
- 2.1.3 **Actions**
  - 2.1.2.1 Will be done in a timely manner. (guideline - two months).
  - 2.1.2.2 Local GIS Committee Representative to notify the national GIS Committee of issue. National GIS Committee can then decide to let the chapter committee pursue the actions of a TIER TWO or appoint an Adjudicating Committee.

2.1.2.3 GIS committee representative informs member that the member is GIS P&P non-compliant. Member written response required.

- If the GIS Committee representative finds merit in the member’s response and/or other extenuating circumstances, it may suggest to the GIS Committee to waive or modify all further action.
- If the GIS Committee representative finds the non-compliant item(s) are deemed to be less or more extensive than Tier TWO issues, than the appropriate Tier ONE, THREE or FOUR procedures will be followed.
- If the GIS Committee representative finds the member’s work or action (or lack thereof) to be deemed a Tier TWO violation then Tier TWO penalties will apply.
- Recorded in GIS database.

2.1.4 **Frequency** - Allow one per two year period or per 10 GIS projects.

2.1.5 **Penalties** - One to three projects to be inspected, as determined by GIS Committee representative, including submissions, shop and or site inspections over a one year period, not including GIS projects. The member to be charged for GIS Inspectors time plus overhead at a combined cost of \$100.00 per hour. Other costs incurred, such as travel, will also be included in the final invoice.

**2.3 Tier THREE**

2.3.1 Administered by the Adjudicating-Committee.

2.3.2 **Issues, such as:**

2.3.2.1 Any multiple Tier TWO (or greater) non-compliance issues within a two year period or in a span of ten GIS projects.

2.3.2.2 Failure to support and promote the GIS Program on a GIS specified project.

2.3.3 **Actions**

2.3.3.1 Will be done in a timely manner. (guideline - two months)

2.3.3.2 Local GIS Committee Representative to notify the GIS Committee.

2.3.3.3 The GIS Committee creates an Adjudicating Committee.

2.3.3.4 The Adjudicating Committee informs member either that the member is GIS P&P non-compliant. Member written response required.

2.3.3.4.1 If the Adjudicating Committee finds merit in the member’s response and/or other extenuating circumstances, it may suggest to the GIS Committee to waive or modify all further action.

2.3.3.4.2 If the Adjudicating Committee finds the non-compliant item(s) are deemed to be less or more extensive than Tier THREE issues, then the appropriate Tier ONE, TWO or FOUR procedures will be followed.

2.3.3.4.3 If the Adjudicating Committee finds the member’s work or action (or lack thereof) to be deemed a Tier THREE violation then Tier THREE penalties will apply.

2.3.3.4.4 Recorded in GIS database.

2.3.4 **Frequency** - Allow one per two year period or per 10 GIS projects.

- 2.3.5 **Penalties** -Three months to one year suspension of GIS privileges plus one to three projects inspected, as determined by the Adjudicating Committee, including submissions, shop and/or site inspections over a one year period, not including GIS projects. The member to be charged for GIS Inspectors time plus overhead at a combined cost of \$100.00 per hour. Other costs incurred, such as travel, will also be included in the final invoice.

**2.4 Tier FOUR**

- 2.4.1 Administered by the Adjudicating-Committee.
- 2.4.2 **Issues, such as:**
  - 1.7.2.1. Any multiple Tier THREE issues (or greater) within two year period or per ten GIS projects.
- 2.4.3 **Actions:**
  - 2.4.3.1 Will be done in a timely manner. (guideline - three months)
  - 2.4.3.2 Local GIS Committee Representative to notify the GIS Committee.
  - 2.4.3.3 The GIS Committee creates an Adjudicating Committee.
  - 2.4.3.4 Adjudicating Committee informs member that the member is GIS P&P non-compliant. Member written response required.
    - 2.4.3.4.1 If the Adjudicating Committee finds merit in the member's response and/or other extenuating circumstances, it may suggest to the GIS Committee to waive or modify all further action.
    - 2.4.3.4.2 If the Adjudicating Committee finds the non-compliant item(s) are deemed to be less or more extensive than Tier FOUR issues, then the appropriate Tier ONE, TWO or THREE procedures will be followed.
    - 2.4.3.4.3 If the Adjudicating Committee finds the member's work or action (or lack thereof) to be deemed a FOUR violation then Tier FOUR penalties will apply.
    - 2.4.3.4.4 Recorded in GIS database.
- 2.4.4 **Frequency** – None.
- 2.4.5 **Penalties**
  - 2.4.5.1 Immediate suspension of GIS privileges.
  - 2.4.5.2 Request to the Chapter to terminate Membership.