Program Information
Tuesday, March 19, 2013

Note change in time & format
Orange County CSI Chapter
March Meeting

Program: Annual Joint Meeting with WWCCA & OCCCSI
2013 McGraw-Hill Construction Outlook

Speaker: Cliff Brewis Honorary AIACC
Senior Vice President & Western Region
Director of Operations for McGraw-Hill
Construction Information Group

We will join the Western Walls & Ceiling Contractors Association for our March Meeting. The meeting schedule will honor their meeting style and location. The meeting begins at 3:00 p.m. with heavy appetizers and social time. The meeting proceeds at 4:00 p.m. with the program then a very generous raffle.

Our speaker will be Cliff Brewis, Senior Vice President & Western Region Director of Operations for McGraw-Hill Construction Information Group. Join us to hear McGraw-Hill Construction Information Group’s thoughts for the economy and construction in Southern California in 2013.

Cliff Brewis is responsible for the newsgathering operation of McGraw-Hill Construction/Dodge, and is a frequent speaker on the construction forecast. He has over 30 years experience in construction. Cliff has been employed by McGraw-Hill for over 25 years, in both sales and operations. Cliff is a graduate in Economics from the University of Michigan, Ann Arbor. He has an MBA from American University in Washington D.C.

Time: 3:00 PM Registration & Cocktails & Appetizers
4:00 PM Call to Order/Pledge of Allegiance/Self Introductions
Program
Raffle

Location: Phoenix Club - Pavilion
1340 S. Sanderson Avenue
Anaheim, California

Directions: Orange County Thomas Guide 769-EU and 799-E1,
57 Freeway to Ball Road exit, east to Phoenix Club Drive,
south to Sanderson Avenue, right to entrance

Parking: Plenty of free parking

Dinner Cost: $40.00 (includes $20.00 raffle ticket option) for OCCCSI members and nonmembers with reservations.
(No-show reservations will be billed)

Reservations required by March 15, 2013. Call the OCCCSI hotline at 714-434-9909.

SEE PAGE 8 FOR OUR APRIL 16, 2013 GOLF TOURNAMENT
“A look back and A look forward”

As we all get started in the 2013 business year let us first take a look back at the concluded 2012 business year. Some have told me it was like trying to walk in a big bowl of Jello. I think I also heard, trying to walk through a mine field. Watch where you step, you could suddenly disappear.

In my 40 year business career I have worked through and survived three recessions. I was a victim of our current market down sizing. The keys are something like this:

Survivors get very creative in their sales and marketing roles. New ideas may lead you into more successful business opportunities. Try to think outside the box. Try a new idea or two, you may be very happy with the results.

Sales is like the Marathon. It is a long race to the finish. You may fall down, but do get up, dust yourself off and get back into the race. Get going again and with a high level of endurance you will finish the race or complete your goals for the year.

One big event I would like you to put on your calendar, is March 19th. We will have our annual meeting with the WWCCA (Western Walls & Ceiling Contractors Association). Our featured speaker will be Cliff Brewis, Sr Vice President & Western Region Director of operations for McGraw-Hill Construction Information Group.

This is a great opportunity for you to hear the economic forecast for this year. I have been an active supporter of McGraw-Hill Construction Forecast. You do not want to miss this very special opportunity to get the best forecast and the most current information regarding the rest of 2013.

In summary, when the window of opportunity opens, respond and capture the moment and the special opportunity. Try not to stand and watch the world go by. Be a Leader, show the world who you are and what you can do to help grow your business now and in the future. Do whatever it takes to be a winner and a survivor for the long term future.

I wish you much success now and always.

Yours truly,

Mike Baker, Chapter President, OC CSI
The construction industry is cyclical in nature. We have “highs and lows”, “hills and valleys”. What happens to our careers and attitude in the “lows” and “valleys”?

It will come as no surprise to you that we are having challenging times economically. You are probably out there daily “slaying the dragons” of your career. What about your mindset? Are you controlling your thoughts? Are you having positive thoughts no matter what? Who are you hanging out with?

These questions are valid ones for your survival in these challenging times. Controlling your mind and thoughts are paramount to your sanity and success. For example, you are working on a big project. You realize that things are going downhill. Or, you know that your competition has the advantage on you. The “sharks are smelling the blood in the water”. You are living this project night and day. Your thoughts are going wild about the possible outcome. “You either control your mind or it controls you.” It is time to control your thoughts, stay positive and get creative in your approach. No matter what the reality looks like, you can control the outcome to a successful conclusion if you stay the course. Successful people know that this is the key to their life. Think about it.

Are you hanging out with successful, positive people? Or are you hanging out with the “woe is me” set? You must really make an effort to surround yourself with associates that empower you. They are very difficult to find when we are all in the dark “valley”. Your daily life is impacted heavily by those around you. “Without doubt, the most common weakness of all human beings is the habit of leaving their minds open to the negative influence of other people.” The first time I read that statement, I was heavily impacted. What a bombshell! I started looking at my life and knew that there were better choices to make. This was very difficult. By the way, this does not refer to your family. For better or worse, you are stuck with them. Take a long hard look at your influences. When you consider your social and business associates, who will you choose?

The best business book in the world, in my opinion, is Napoleon Hill’s, Think and Grow Rich. My original paperback has been to Hell and back with me. Many pages are marked up with highlighter, paper clipped, and folded back. I gift this book to all of my clients. The following quote is my favorite. I try to read it daily. “Mind control is the result of self-discipline and habit. You either control your mind or it controls you. There is no halfway compromise. The most practical of all methods for controlling the mind is the habit of keeping it busy with a definite purpose, backed by a definite plan.”

*Napoleon Hill, Think and Grow Rich.

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Annette Wren is a Business Management Consultant assisting privately held companies.
About a hundred years ago, when AIA produced the document that eventually would become the familiar A201, the architect was firmly in control of construction. The 1915 AIA general conditions state, in Article 9, "The Architect shall have general supervision and direction of the work….The Architect has authority to stop the work whenever, in his opinion, such stoppage may be necessary to insure the proper execution of the Contract." Article 11 required the Contractor to "give efficient supervision to the work", and Article 12 required the Contractor to "provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work."

Those basic responsibilities remained essentially the same until the 1960s. Since then, a lot has changed.

In 1961, an architect was found liable for the death of a worker, in Day v. National U.S. Radiator Corporation. It wasn’t the first time an architect had been sued and it won’t be the last, but this was a case that called into question the basic responsibilities of the architect, as defined by the general conditions.

Briefly, Wilson & Coleman, an architectural firm in Louisiana, designed a new hospital building for the Louisiana State Building Authority. The contractor hired a subcontractor for all work related to the central heating system and the hot water system, which included a boiler. The specifications required a thermostat and a pressure relief valve for the boiler, but the subcontractor installed them instead on a water storage tank. The subcontractor did not inform the architect the system was ready for inspection, or request that an inspection be made. The subcontractor performed a preliminary test, the boiler exploded, and one of the subcontractor’s employees was killed.

It seems obvious that the subcontractor caused the explosion, first, by not installing the required safety equipment, and second, by not requesting inspection of the system before testing. However, a district court found the architects responsible, and relieved other defendants of liability. The architects appealed the decision. The court of appeals not only agreed with the lower court, but also increased the amount of damages.

How could the courts come to this decision? The architects, by contract responsible for "supervision of the work", were found negligent for failing to inspect the installation of the hot water system, and for approving shop drawings that did not show a pressure relief valve. In other words, the architects should have been at the site all the time, and should have watched the entire construction process. Apparently, they should have known the boiler was being installed, and they should have inspected it continuously, even if the installer did not tell them about the installation.

In the end, the decision was overturned by the Supreme Court of Louisiana. That court determined that the architect’s responsibility was not to continuously verify compliance with the contract documents, but to verify before final acceptance that the contractor had used the correct materials, and "generally that the owner secured the building it had contracted for."

In this case, the courts eventually came to the conclusion that the architect is not responsible for safety, provided the architect is not specifically assigned that responsibility. In other decisions, similar conclusions were made, except in cases when the architect assumed that responsibility by voluntarily becoming engaged in matters related to safety.

Even though the architects in this case eventually were absolved, the AIA quickly updated and reissued its A201 in 1963, only two years after the previous edition. In the 1963 general conditions, the architect’s responsibilities remained essentially the same until the 1960s. Since then, a lot has changed.

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We are proud to present our exhibitors from our Construction Products & Services Expo 2012. This column will report on groups of them in each issue right up to the next show. Learn more about them right here!

**CPSE 2012 EXHIBITORS**

**Tom Duffy**, a division of the BR Funsten Company, is a large Floor Covering Distributor with 25 locations which delivers top brands to the flooring industry such as Armstrong, Adore, Alloc, Anderson, Ardex, Avarre, Burke, Flexco, Free Fit, Kahrs, Mapei, Roppe, Wicanders and more. Our Commercial Solutions team includes LEED certified specification representatives, project coordination, as well as highly talented sales professionals to assist in the areas of technical, installation, maintenance, and sample fulfillment and product procurement. We are truly a one stop for the ultimate in project convenience and expertise. Visit our website at: www.tomduffy.com. Contact: Lisa Chocok Fyke, Sales & Specifications, Commercial Solutions/Tom Duffy; LChocok@TomDuffy.com; 714.319.7058

**GLIDDEN PROFESSIONAL**: Updated News! Glidden Professional, as part of AkzoNobel, has moved from the #2 spot on the Dow Jones Sustainability Index to...NUMBER #1 in the WORLD in the Chemicals Supersector going into 2013! This makes AkzoNobel the undisputed sustainability leader among all Chemical companies on Planet Earth! From people to processes to products - Glidden Professional has a Lifecycle mentality, that takes into account much more than VOC's. In addition, we are the first in the US to release “Functional Color” - or Evidence Based Color Palettes that have been shown to actually increase the chances of more positive outcomes in specialized spaces (i.e. Healthcare Segment). Check out the research and results at www.functionalcolor.com. Learn what color palettes are evidence-based to produce more positive outcomes in staff rooms, waiting areas, ER, Exam Rooms, Treatment Rooms, etc. Check out the research on Wayfinding and Safety, Sense and Art; or sign up for an AIA CEU Class on Evidence Based Design with your local Glidden Professional Architectural Rep. Contact: Peg Collins, CSI, LEED-AP, NACE Certified Coatings Inspector; Architectural Sales Leader - West; Glidden Professional Paint Center; 23001 Del Lago Drive, #B-1, Laguna Hills, CA 92653; (909) 509-1402 mobile; (909) 627-9457 fax; peg.collins@gliddenprofessional.com.

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**Stego® Wrap Vapor Barrier** is the leading below-slab vapor barrier in the United States. Moisture vapor and soil gases from the ground can adversely impact a building’s energy efficiency, indoor air quality, and building components. With low permeance, high strength, and superior longevity, Stego Wrap provides long-term foundation protection to ensure a healthy building envelope. Stego Industries is devoted to industry education and technical support. Contact Paul George, your Southern California Regional Manager, to learn more about Stego Wrap and the science behind below-slab moisture vapor protection. (949) 257-4100; paulgeorge@stegoinustries.com - www.stegoinustries.com.

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Event: Construction Products & Services Exposition 2013
Marconi Automotive Museum & Foundation for Kids
1302 Industrial Drive
Tustin, California

September 10, 2013

Sponsor: Orange County Chapter Construction Specifications Institute

Invitation:
• You are invited to participate as an exhibitor.
• Architectural seminars with AIA/CES credit prior to exhibits.
• Display your products for local design professionals, owners, contractors, facilities managers and others.
• Exhibit hours are 4:30 p.m. to 7:30 p.m.
• Gourmet hors d’oeuvres passed during exhibit hours.

Reservation: Please make your check payable to the Orange County CSI Chapter. Upon our receipt of your check, you will then receive set-up details and location confirmation. No verbal, fax or credit card reservations will be accepted. For questions, please call Bryan Stanley (714) 221-5520 or Gary Kehrier (949) 589-0997

Price of Exhibits: BEFORE, July 1, 2013 (Postmarked)

Tabletops (6’ x 2-1/2’ table)........................................$600.00 each
Mini-Booths (8’ x 2-1/2’ table).................................$700.00 each
Booths (approx. 10’ x 8’)... .........................................$900.00 each

AFTER, July 1, 2013

Tabletops (6’ x 2-1/2’ table)........................................$700.00 each
Mini-Booths (8’ x 2-1/2’ table).................................$800.00 each
Booths (approx. 10’ x 8’)... .........................................$1,000.00 each

Mail to: Orange County CSI Chapter
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RETURN THIS PORTION WITH YOUR CHECK

Event: Construction Products & Services Exposition 2013
September 10, 2013 - Marconi Automotive Museum & Foundation for Kids

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ORANGE COUNTY CHAPTER CSI
GOLF TOURNAMENT
APRIL 16, 2013

BLACK GOLD GOLF CLUB
ONE BLACK GOLD DRIVE
YORBA LINDA, CALIFORNIA 92886

12:00 NOON SHOTGUN SCRAMBLE - ARRIVE EARLY
COST: $150.00 PER PLAYER (4 PLAYER TEAMS)
INCLUDES GOLF, DRINK TICKET, AND DINNER
DINNER (ONLY) & 1 DRINK TICKET - $40.00

Awards, Prizes and Raffle

SPONSORSHIPS AVAILABLE:

Tee Sponsor - $100.00
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Premium Hole Sponsors - $350.00
(Included: Tabletop/marketing display area at hole or clubhouse.)

Beverage Cart Sponsor - $500.00
Longest Drive Sponsor - $250.00
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Come out and have fun and support CSI!

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POST OFFICE BOX 8899
ANAHEIM, CA 92812

For questions contact:
Scott Ciley 760-822-4801
scott@sdcarchrep.com

Contact Name: ___________________________   Phone # __________________________
Company Name: _________________________________  E-mail: ______________________________________
(Individuals will be placed on a 4 player team)
Player names: _____________________________, ______________________________,
__________________________________,  __________________________________,
E-mail: __________________________________________

# of Players _________ x $150 = $__________
Type of Sponsorship: ___________________________________ $__________
Make checks payable to OCCCSI    Total $__________

Merchandise donations for raffle prizes and giveaways appreciated and recognized.