Orange County CSI Chapter
March Meeting

Program: Annual Joint Meeting with WWCCA & OCCCOSI
Status of the CalOSHA Respirable Silica Rule & How it Pertains to the Wall and Ceiling Industry

Speaker: Dan Leiner, Area Manager
Cal/OSHA Consultation Services Branch

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. and ends with a very generous raffle.

Our speaker, Dan Leiner, is currently the Area Manager of the San Fernando Valley Cal/OSHA Consultation Services office in Van Nuys. He started his career with Cal/OSHA in 1994 as an industrial hygiene consultant with Cal/OSHA Consultation’s Santa Fe Springs area office before becoming an Area Manager in 2000. Dan has over 25 years of experience in the health and safety field as an industrial hygienist working in the aerospace industry, in a Los Angeles County lead-using industry outreach project, and with Cal/OSHA Consultation.

Dan was an instructor with California State University, Dominguez Hills’ certificate program in Environmental, Safety, and Health and with their OSHA Training Institute Education Center before joining the University of California, San Diego’s OSHA Training Institute Education Center. Dan holds Bachelors and Master of Science degrees in Environmental and Occupational Health from California State University, Northridge.

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: 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: $45.00 (includes $20.00 raffle ticket option) for OCCCOSI members and nonmembers with reservations. (No-show reservations will be billed)

Reservations required by March 16, 2018. Call the OCCCOSI hotline at 714-434-9909. All payments at the door, no PayPal online.
President Bryan Stanley, CSI (714) 221-5520
President-Elect Dana Thornburg, CSI (800) 600-6634
Vice President Michael Granatowski, CSI (949) 212-2363
Treasurer Gary M. Kehrier, CSI, CDT (949) 589-0997
Secretary Joseph Esquer, CSI (657) 212-0111
Professional Director Sean Connolly, CSI, CCS, RA, RCI (650) 521-3499
Professional Director Trevor Resurreccion, Esq., CSI, CDT (949) 837-8200
Professional Director David Jordan Smith, CSI, AIA (949) 250-0880
Industry Director Lisa Chocik Fyke, CSI (714) 319-7058
Industry Director Thomas Domenici CSI, CTC (714) 270-9756
Industry Director Annette Wren, FCSI, CDT (562) 592-3187
Advisor/Past President David C. Brown, CSI, CCS (714) 329-8498
Website: www.occcsi.org

The Orange Peal is published bi-monthly by the Orange County Chapter of the Construction Specifications Institute and is mailed to all Chapter members and other selected CSI members nationwide. Inclusion of articles, announcements, business cards, advertisements and similar information does not necessarily imply endorsement thereof by CSI, OCCC SI or the Newsletter staff.

Co-Editor..................................................Annette Wren, FCSI, CDT
Co-Editor....................................................Gary Kehrier, CSI, CDT
Assistant Editor...........................................Sean Connolly, RA, CSI, CCS
Copyright 2018, Orange County Chapter of Construction Specifications Institute. All rights reserved.

OCCC SI Board of Directors has a fiduciary responsibility to all of its members. Those members and others who choose to purchase events or opportunities by check or cash will receive a discount. Discounted prices will appear in the newsletter and PDF announcements via emails. Those who choose to use their credit cards will be able to purchase at the price printed on our website, oc ccsi.org. Credit card transactions must be made by the printed deadline in the newsletter or in person at monthly meeting events. Credit card purchase for CPSE trade show registration and exhibit space will NOT be accepted the day of the trade show. This policy is effective on April 8, 2014 by Board approval.

Key aspects of our privacy policy for credit card transactions include:

• We never sell, share, trade, or disclose any of your personal information.
• We use a credit card processing company to bill users for events and opportunities. Our credit card processing company is not authorized to retain, share, store, or use your personal information.
• We require the entry of only enough information about you to process your transaction.

See our website, oc ccsi.org, for further disclaimer information.

Committee Chairs

Academic Affairs Trevor Resurreccion, Esq. CSI, CDT (949) 837-8200
Advertising Dana Thornburg, CSI (800) 600-6634
Awards Gary M. Kehrier, CSI, CDT (949) 589-0997
Budget Annette Wren, FCSI, CDT (562) 592-3187
Certification David A. Karina, CSI, RCI, ACIA (714) 960-7785
Education David A. Karina, CSI, RCI, ACIA (714) 960-7785
Long Range Planning Gary M. Kehrier, CSI, CDT (949) 589-0997
Membership Joseph Esquer, CSI (657) 212-0111
Newsletter Annette Wren, FCSI, CDT (562) 592-3187
Product Show David C. Brown, CSI, CCS (714) 329-8498
Programs David Jordan Smith, CSI, AIA (949) 250-0880
Roster Catherine Sturgeon (714) 342-0290
Website open

May 22, 2018
OCCC SI Product Show
Marconi Automotive Museum
& Foundation for Kids
1302 Industrial Drive
Tustin, California 92780

SAVE THE DATE
Look out! Here comes the OCCSI Product Show!!

I think the CSI gods are having fun with me. Last year was supposed to be my last Orange County product show as Chapter President, but the National CSI folks are having their product show now known as CONSTRUCT (aren’t the Hanley Wood people crafty?) one week before of our intended October date. The dates were not an issue when the show was in Providence or Chicago. However, this year’s CONSTRUCT is in our back yard in Long Beach. Well we can’t very well compete with our National “parents” can we? Our only logical decision was to move our date but what date?

Traditionally, farther back than I can remember, our local show was always in late April or early May. National CSI moved the national show to dates that often conflicted with our fun show. So, our Orange County date was moved to September. Yep you guessed it, National moved to September too. We also had a National Holiday, the September heat, religious holidays and even my own birthday crammed into the month of the sapphire. “Let’s move our date to October”. You guessed it right again (time to hit the craps tables), the national show is this October. Let’s go back to May!

I know your curiosity has been satisfied but there is more. After a two year break we are bringing back a featured speaker. Colin Gilboy with 4Specs will be giving a presentation prior to our product show. We will have the same great food, free valet parking for attendees and easy setup for our exhibitors.

We will see you in May if we don’t run into each other at a dinner meeting. Since our next newsletter will have my last “message” I guess I will be thinking of a special topic. Any ideas?
In 2010, our chapter brought attention to the negative results of the California Global Warming Solutions Act of 2006 - Assembly Bill 32 (AB 32). This bill created a comprehensive, multi-year program to reduce greenhouse gas (GHG) emissions in California. The general description of the bill does not sound any great alarms. Under subsequent interpretations and directives from the California Air Resources Board and Senate Bill 32, there will be major problems in implementation for new construction. In addition, there will be a demand that California homeowners reduce their energy use significantly. In 2020, there are major requirements for residential housing and in 2030, the same for commercial building. Forget the requirements for solar panels, that is nothing compared to the Net Zero requirements and the misguided folks who are pushing this AB 32 narrative.

The speakers at our Products Show Seminar in 2010 spoke pro and con. Interestingly, the “pro” speaker from the Air Quality Management District stated the same narrative in 2010 as a Net Zero speaker spoke on the first week of February 2018. “Somehow” the inconsistencies will be worked out. Net Zero has residents only using captured rainwater not water from public utilities. Gosh, how can we only capture rainwater for housing after a five-year drought? Answer: A machine costing thousand of dollars can do that. Gee whiz sez the “pro” folks… do not know how we can make this cost effective for the residents of California. Air conditioning systems will be self-sustaining and limited. Hot? Let the people go to community centers with cooling devices. Open a window! Really? The laws will be limiting windows. Well, somehow we will work this all out say the proponents. There are multiple other issues. One speaker reasoned that the 2020 deadline may be too soon. Ya think? These inconsistencies are not insignificant.

In 2010, our “con” speaker, Roger Sowell, spoke on The Impact of AB 32 on California Businesses. Mr. Sowell said that implementing AB 32 would negatively impact California by eliminating millions of jobs, causing massive bankruptcies, closing millions of small businesses and major corporations, and will do nothing to change the Earth’s climate. The bureaucracy of AB 32 will add layers of permits to build structures and “red tape”. In 2020, the California multi-family and single family residential housing business will get hit by the wrecking ball called AB 32.

My judgement is that the most negative burden will fall on the middle class and below. What do the elite California legislators, elite proponents of the “be green” narrative and the wealthy care? When California turns back the clock against innovative conveniences that make life easier, the poor and middle class will suffer. Lip service is given that our legislators are helping the disenfranchised and under served by cleaning up the environment. (See Reagan’s quote above) That is pure crap!

© 2018 Annette Wren, FCSI, CDT
How often have you seen a standard confidentiality disclaimer at the end of an email? An email I recently received ended with this:

This email together with any attachment(s) is proprietary and confidential, intended for only the recipient(s) named above and contains information that is privileged. You are hereby notified that the dissemination, distribution or copying of this email or its contents including attachments is strictly prohibited. If you have received this email in error, or are not the named recipient(s), you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and doing so constitutes a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. Although precautions have been taken to make sure no viruses are present in this email, [company name] cannot accept responsibility for any loss or damage that may arise from the use of this email or attachment(s).

Even a simpler version, which appeared in an email I received while writing this, is a problem.

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message of the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

I'm sure some legal department came up with these disclaimers and insisted they be included in every email, even though compliance with them interferes with marketing and use of their products. In both of the above examples, the email had information the senders expected me to pass on to the other specifiers as well as to our interior design group.

That's often the case; the senders don’t say it, but they will be pleased if the information is passed on to others. Yet the disclaimer specifically prohibits that; in fact, it essentially says I can’t even talk about it. Not only that, but it states that by doing anything other than deleting the email, I am breaking a law.

This is bad enough when the email does contain product information (though if it’s on the company website, what’s the point of the disclaimer?), but it becomes ludicrous when it follows casual email.

Joe: What are you doing for lunch today? Do you think Bob will want to join us?
We are proud to present our exhibitors from our Construction Products & Services Expo 2017 on October 12th. This column will report on groups of exhibitors in each issue right up to the next show. Learn more about them right here!

Custom Building Products has been helping design professionals succeed since 1964. CUSTOM is the largest supplier of professional-grade flooring preparation and tile and stone installation products in North America. Our complete, integrated systems - including LEED contributing products - make us the ideal single source. We stand behind every product, with the longest, most comprehensive system warranties in the industry – up to a lifetime. Our architectural services team supports specifiers with technical consulting, 09300 specification assistance, pre-bid meetings and continuing education. CUSTOM has your success down to a system. Website: www.custombuildingproducts.com; Contact: Dale Roberts at (562) 296-9536 Architectural Service Phone: 800-272-8786.

Behr - As one of the nation's largest suppliers of paint, primers, stains and surface-finish products, including BEHR® and KILZ® brands, we are dedicated to meeting the coating and color needs of architectural and design professionals with an unwavering commitment to quality, innovation and value. And through our professional products and services program, we offer business solutions, tools, resources, and expert support. Masco Coatings Group is a division of Masco Corporation (NYSE:MAS) and is headquartered in Santa Ana, CA. Visit Behr.com/architect. Contact: Janet Piccola, FC SI; National Architectural Manager; cell (714) 679-5730 or Joe Esquer, CSI; National Technical Manager; (714) 299-1747.

CRL-U.S. Aluminum is a leading manufacturer and distributor of glazing systems. The company serves the architectural and construction industries with a comprehensive portfolio that includes curtain walls, storefronts, entrances, railings, and glass partition systems. Its ISO 9001:2008 certified fabrication facilities house engineering processes that are driven by design and performance in order to meet the aesthetic and environmental demands of today’s buildings. From project conception through completion, CRL-U.S. Aluminum provides single-source solutions that help clients achieve objectives on time and on budget. For more information, call (800) 421-6144 or visit crl-arch.com.

Wall Panel Systems, Inc. WPS provides easy-to-install, economic, beautiful and durable wall panel solutions for residential and commercial interiors or exteriors where continuous wall surface coverage is required. No matter the size or scope, WPS works with architects, designers and clients on their shared vision to make each project a success. WPS has partnered with some of the best panel manufacturers to offer an abundant selection of wall panel materials and systems with superior function. Whether utilized for new construction or modernization, WPS will transform any interior or exterior into an attractive architectural detail. Contact: Jesse Rich, Product Manager, 1720 Howard Place, Redlands, CA 92373; Office: (909) 835-7443; Fax: (909) 307-8887; Email: jrich@wallpanelsystems.net; www.wallpanelsystems.net

Parex USA, parent company of Parex, Teifs, LaHabra, ERey and Variance brands, provides high-performance building material solutions, including: energy efficient cladding solutions (EIFS & stucco) • air & water-resistant barriers • manufactured stone masonry & veneer assemblies • floor tile mortars • wall tile adhesives & thin sets • crack bridging membranes • grouts & shower pan membranes • damproofing & waterproofing solutions • abuse & impact resistant finishes • Venetian Veneer Finishing Systems • specialty coatings & finishes • fade resistant colorants, and more. Contact: 866.516.0061; www.parexusa.com. Parex USA, Inc. – Anaheim CA: Keith Simchuk (714) 319-7690.

CEMCO Steel is the premier manufacturer of cold-formed steel framing and metal-lath products in the Western United States. Its steel-framing product segments include FAS head-of-wall products, ProX Header, Pro X RO-Rough Opening framing system, Sure-Span steel (continued on page 17)
Event: Orange County Chapter of the Construction Specifications Institute Products Show
Marconi Automotive Museum & Foundation for Kids
1302 Industrial Drive
Tustin, California 92780

May 22, 2018, Tuesday

Sponsor: Orange County Chapter Construction Specifications Institute

Invitation:
• You are invited to participate as an exhibitor.
• Architectural seminar with a 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 credit card reservations will be accepted after May 18th. For questions, please call Dave Brown (714) 329-8498, E-MAIL dbrown.dpe@gmail.com or Bryan Stanley (714) 221-5520, E-MAIL: bryan@tsib.org.

Prices of Exhibits:
Tabletops (6' x 2-1/2' table)...........................................$700.00 each Discount with cash or check.
$725.00 each with Credit Card or Website Payment.
Mini-Booths (8' x 2-1/2' table)...................................$800.00 each Discount with cash or check.
$825.00 each with Credit Card or Website Payment.
Booths (approx. 10' x 8').........................................$900.00 each Discount with cash or check.
$925.00 each with Credit Card or Website Payment.

Mail to: Orange County CSI Chapter
Post Office Box 8899
Anaheim, CA 92812

RETURN THIS PORTION WITH YOUR CHECK

Event: OCCCSI Products Show 2018
Marconi Automotive Museum & Foundation for Kids

Amount Paid: .............................................................................................................$______________________________
Contact Name: ________________________________________________________________________
Company Name: _______________________________________________________________________
Address: ______________________________________________________________________________
City, State, Zip: ________________________________________________________________________
Phone Number: ________________________________________________________________________
Fax Number: __________________________________________________________________________
E-mail Address: ________________________________________________________________________
Tuesday, May 22, 2018

Orange County Chapter of the
Construction Specifications Institute

Products Show 2018

Marconi Automotive Museum & Foundation for Kids
1302 Industrial Drive
Tustin, California

***********Exhibit hours are 4:00-6:30 p.m. ***********
FREE Admission to Exhibits*
Food & Beverages/No Host Bar

Schedule of Events
4:00-6:30 p.m. Construction Products & Services Expo
4:00-6:30 p.m. No Host Bar and Served Hors d’ouvres
6:45-8:00 p.m. Seminar

Parking: Plenty of Free Valet Parking
The Value of a Well Written Specification
Seminar Facilitator: Colin Gilboy

Who makes the product decisions for a specification?
How is product research conducted?
Who writes the specifications?
Why does the specifier make the early product decisions?
How are manufacturers’ specifications, CAD and BIM utilized?
How do substitutions impact specifications?

Colin Gilboy is the Publisher of 4specs.com. 4specs is a free online architectural library service. Early in 1996, Colin saw a need for an Internet directory covering every manufacturer of “specified” construction products. He wanted to provide a complete “yellow-pages” directory for specified products.

Colin Gilboy obtained a degree as a mechanical engineer from Drexel Institute of Technology. He served as a LTjg in the Navy Civil Engineer Corps, working in Vietnam in contract construction for 18 months with the OICC - RVN - in Saigon, Dalat and traveled around much of Vietnam on small projects. After completing a MS in Construction Engineering Management at Stanford, Colin received a professional engineering license. For a time, he worked with a family A/E firm in Pennsylvania. Colin returned to California and established an independent sales agency selling primarily Division 7 products - roofing and waterproofing and finally firestopping and fireproofing. In 2000, Colin closed his independent sales agency and focused on 4specs full time.

PRE-REGISTRATION FORM

NAME: ________________________________________________________________
TITLE: ________________________________________________________________
COMPANY: _____________________________________________________________
E-MAIL: _______________________________________________________________

FAX TO: (714) 221-5535; E-MAIL: bryan@tsib.org; ATTENTION: BRYAN STANLEY
QUESTIONS: FOR QUESTIONS, PLEASE CALL DAVE BROWN (714) 329-8498,
E-MAIL dbrown.dpe@gmail.com OR BRYAN STANLEY (714) 221-5520, E-MAIL: bryan@tsib.org.

DOOR PRIZES ARE FOR DESIGN PROFESSION AND NON-EXHIBITOR ATTENDEES ONLY.
*NON-EXHIBITING INDUSTRY AND MANUFACTURER’S REPRESENTATIVES ENTRY FEE $500.00.
Trevor Resurreccion, Esq., CSI

The Orange County Chapter CSI is proud to announce that a member of our Board of Directors, **Trevor Resurreccion**, was sworn in before the Justices of the U.S. Supreme Court on Monday, November 13, 2017. Trevor Resurreccion was amongst 24 members of The Jefferson Society who were sworn in at the United States Supreme Court before seven of the nine Justices.

Following the swearing in ceremony, Trevor met with Justice Ruth Bader Ginsburg (see photo). Members of The Jefferson Society must have dual degrees in Architecture and Law. The AIA President, Thomas Vonier, also attended as 19 of the members who were sworn in are also members of the AIA. This honor entitles Trevor to argue cases before the U.S. Supreme Court.

Trevor is a partner at Lynberg & Watkins, and an experienced litigator representing architects, engineers, general contractors, subcontractors, and other members of the design and construction industry. Mr. Resurreccion has handled a wide variety of construction related cases, including claims for design errors and omissions, delays, cost overruns, mechanic’s liens, construction defects, as well as catastrophic personal injury and death claims. He received his undergraduate degree in Architecture at American University in Washington D.C. with a concentration in construction management. His undergraduate education included classes in architectural design, specifications, construction management, bid estimates, project scheduling and numerous other related courses. Mr. Resurreccion’s background in the design and construction industry includes hands-on experience on construction projects, including construction administration for an international architecture firm on a high-profile project in Los Angeles and construction management for Georgetown University on a significant university project.
I. Introduction

Do architects owe a “duty of care” to the homeowners of a condominium project with whom the architects have no contractual privity? According to the California Supreme Court, they do. What does this mean in practical terms? The answer is that architects are now more than ever exposed to potential future claims and lawsuits brought by homeowners and the homeowners’ associations years after the project has been completed even where the architect’s design decisions are trumped by those of the project developer, and the architect’s role in the construction phase of the project is limited.

The purpose of this paper is to provide background on an architect’s potential liability to its client and third parties on condominium projects as well as guidance on how to prospectively address the concerns highlighted by a recent California Supreme Court decision and many other lawsuits in which architects have been sued by third parties. Specifically, we address the following topics: assessing your owner client, important contract provisions, and insurance issues. The intent is to provide a roadmap for architects in assessing their risks on condominium projects and a practical approach to addressing those risks. While it may not be possible to fully insulate architects from all risks, it is certainly a good practice to have a firm understanding of those risks and to address the risks up front. Benjamin Franklin is attributed with the statement:

“In this world nothing can be said to be certain, except death and taxes.” For architects who design condominium projects, unfortunately, lawsuits should be added to that list.

II. The Beacon Case – A Bellwether for Future Court Decisions?

In July 2014, the California Supreme Court declared that an architect owes a duty of care to future homeowners where the architect is a “principal architect” on the project. (Beacon Residential Community Association v. Skidmore, Owings & Merrill LLP, et al., 59 Cal.4th 568, 327 P.3d 850 (2014) (“Beacon”). The Court held that this duty applies “even if the architect does not actually build the project or exercise ultimate control over construction decisions.” (Id. at 581, 327 P.3d 850, 859.) Shocking? Yes! The more significant question is whether YOU are prepared to provide design services on a condominium project in light of the California Supreme Court’s recent decision. The Beacon case is particularly apropos to this paper because it involved a condominium project.

The Court defined “principal architect” as an architect, in providing professional design services, who is not subordinate to any other design professional. (Id. at 581, 327 P.3d 850, 859.)

It is important to understand the context and facts upon which the Beacon case was decided before we address best practices for providing design services for condominium projects. The plaintiff was a homeowners’ association, which sued the project developer and various other parties, including two project architects, for alleged construction defects that purportedly make the homes unsafe and uninhabitable during portions of the year due to high temperatures. According to the Association’s complaint, the architects “played an active role throughout construction, coordinating efforts of the design and construction teams, conducting weekly site visits and inspections, recommending design revisions as needed, and monitoring compliance with design plans.” (Id. at 572, 327 P.3d 850, 853.)

The architects filed a motion challenging the plaintiff’s complaint with the trial court on the grounds that the architects did not owe a duty of care to the Association or its members under the facts alleged. Although the architects prevailed on their motion, the Association appealed and the Court of Appeal reversed the trial court’s decision, holding that the architects owed a duty of care to the Association. The case eventually percolated its way up to the California Supreme Court. The Court framed the legal issue as follows: “Here we consider whether design professionals owe a duty of care to a homeowners association and its members in the absence of privity [of contract].” (Id. at 573, 327 P.3d 850, 854.) In answer to this question, the Court noted that the importance of contractual privity “has been greatly eroded over the past century.” (Id. at 574, 327 P.3d 850, 854.) In other words, the California courts have recognized that even in the absence of contractual privity, architects may owe a duty to a non-client such as a homeowners’ association.

In particular, the Court focused on three factors: (1) the closeness of the connection between the architects’ conduct and the Association’s injury; (2) the limited and wholly evident class of persons and transactions that the architects’ conduct was intended to affect; and (3) the absence of “private ordering” options that would more efficiently protect homeowners from design defects and their resulting harms. (Id. at 581, 327 P.3d 850, 859.)

With respect to the first factor, the Association’s complaint alleged that the architects’ primary role in the design of the project bore a close connection to the Association’s injury. The Court agreed with the Association that, “even if an architect does not actually build
Joint Meeting of OCCCSI/LACSI/IECSI

(Photos by Dana Thornburg)
2018 CSI NW+W Region Conference in Girdwood Alaska
hosted by the Cook-Inlet CSI Chapter

May 4-5, 2018

Join us at the Hotel Alyeska in Girdwood, Alaska for an exciting weekend of Education, Networking, 2-Day Manufacturer Trade Show and the opportunity to experience all there is to enjoy in the LAST FRONTIER.

Full Registration (FRI & SAT): May 4th & 5th
Registration Includes:
Education Sessions, breakfast, lunch, breaks and dinner; Trade Show; Saturday Awards Dinner

Early Bird Registration: before 4/1/18 ($350 Member / $400 Non-Member)
Late Registration: 4/1/18 thru 5/4/18 ($400 Member / $450 Non-Member)
Perhaps it's an unlikely subject for those of us in the design and construction industry, but The Visual Display of Quantitative Information is nevertheless a useful and beautifully designed and printed book on the subject of graphs and charts that each of us encounter every day. For certain, the subject wasn't attractive to publishers when the author approached with his manuscript so he ended up publishing the book himself. What a mistake that was for those who refused him! When it was published in 1983 the book received outstanding reviews, (the Boston Globe described it as a "visual Strunk and White"), and since then it has sold enough copies to make the author a wealthy man and led Tuft to write and publish two additional books on similar topics. His cottage industry has attracted not only statistical people and academics, but also graphic designers, artists, and at least one architect.

Statistics, of one sort or another have been around almost since people starting counting. Statistical graphics, the use of abstract drawings to represent numbers, didn't begin to appear until the 2nd half of the 18th Century. In 1786 the English economist William Playfair was the first to publish a graph. It displayed the value of English exports and imports, (plotted on the "Y" axis), against time, (on the "X" axis). In so doing his time-series plot did what all good data graphics should do. It made a large set of numbers easily understandable at a glance and at the same time it drew the observer into the graph for a more detailed examination of the numbers behind the data. Also in 1786, Playfair created and published the first bar chart. Although useful, he thought this was an inferior graphic when compared to the time-series chart since it could only display information at one period in time.

By the middle of the 19th Century statistical graphics flourished in Europe. In 1869 Charles Minard created a masterpiece, a combined time-series and space-time graphic showing the demise of Napoleon's army in 1812 during its march from Poland to Moscow and back. This multi-variate graphic uses a map as its base to show the route of the march, the casualties experienced by the army along the way, (indicated by the diminishing width of the line on the route), the calendar time depicted on the "X" axis along with the winter temperatures they encountered, shown on the "Y" axis. Another beautiful data-map, also designed by Minard, displayed both the magnitude and the destination of French wine exports for the year 1864 using the width of the line to show the volume of wine in the direction of its destination. In 1885 the Frenchman, E.J. Marey, devised a graphical time table for a line on the French railway showing each station on the line on the "Y" axis and the arrival and departure times along the "X" axis. The slope of the lines between the stations was an indication of the relative speed of the train. In each of these graphics the data were presented with clarity, precision, simplicity, and requiring very little text to explain a large amount of data.

When considering a presentation of data, the first decision for the designer to make is whether or not a graphic is necessary. In cases where the data set is small it is better understood and more efficiently presented in a simple numerical table. When there is a large amount of data, a graphic is preferable. Tuft uses several example graphics to illustrate his "keep it simple" approach to design. For graphics to illustrate large data sets, he emphasizes the importance of design "efficiency", the ratio of ink used for data as opposed to ink used for non-data embellishments, "chartjunk", as he calls it. The closer this ratio is to 1.0, the more efficient the design, and therefore the clearer the graphic will be. No amount of decoration can save a graphic if the data set presented is thin, and worse, the non-data ink is likely to confuse the viewer.

He also presents graphs published in several national newspapers where the data are distorted in subtle ways and, as a result, the graphic is subject to misinterpretation. Changing the scale within a graph is one way this can be done. Using perspective to create a more "dynamic" graph can also lead to distortion and misunderstanding the data. Likewise, presenting only a portion of the data can lead the viewer to an incomplete, or incorrect, conclusion. This is especially an issue when, for example, year to year governmental spending is shown without adjusting the figures for inflation or when the figures are not shown on a per-capita basis. The final chapter presents techniques to achieve aesthetically pleasing data graphic designs. Example graphics are used to show how proportion and scale, line weight and lettering can be used along with words and numbers to make complex data accessible to the viewer.

In two additional books, published in 1990 and 1997, Tuft continued his presentation of graphic design theory and its applications to different subjects and in various printed formats. The books are Envisioning Information, Narratives of Space and Time and Visual Explanations, Images and Quantities, Evidence and Narrative. Both of these books are richly illustrated, beautifully designed and printed, and expand on the ideas introduced in The Visual Display of Quantitative Information.

The author, Edward Tuft, is a professor at Yale
Anaheim White House Update

You may recall that on Saturday morning, February 4th, 2017, the Anaheim White House Restaurant was almost completely destroyed by fire. The fire was caused by an electrical malfunction that was accidental in nature. Bruno Serato has been working hard to get his restaurant back open. Unfortunately, there have been multiple delays with regard to insurance and building permits. That is no surprise to those of us in the construction industry. An article that updates the status of the reconstruction may be found at:


There is a quote from that article that states:
“Dolino and Gaetano La Placa (construction) have deferred their invoices to keep the reconstruction on track until insurance payments are released from the bank.”

What is going on? With all of the support given to Caterina’s Club and Bruno, it seems that someone can help them!

The Orange County Chapter of CSI has wonderful memories of the many Holiday parties in the West Wing Dining Room. We look forward to many more!

CSI MEMBERSHIP
Welcome to the following new CSI members since January 2018:

Ryan Crowe – Gel Applied Technologies

Keith Robishaw

Thank you for renewing:

Darin Coates – WWCCA

Calista Dalley – A&D Specifications Western States

Ethan Johnson – Mermet USA

Ron Martinez – Pamex, Inc.

Kenneth Nein – IFS Coatings

Mark Niese, Architect
Lisa Pelham – Old Castle APG, Inc.
Pamela Quattocchi – The Aerospace Corp.
Roger Smith – W. R. Meadows
Bryan Stanley – WWCCA
Peter Van Dijk – Van Dijk & Associates, Inc.
Sandra Young – Skyco Shading Systems, Inc.

BUCH NOTES
(continued from page 15)

University where he teaches statistics, political economy, and graphic design. The book has 196 illustration filled pages and was published in 1983 by his publishing company, The Graphics Press.

Ed Buch, FCSI, CCS, AIA, LEED AP
Los Angeles, Dec. 20, 2017

To Space & Beyond

Products Show 2018
Tuesday, May 22, 2018

Marconi Automotive Museum & Foundation for Kids
1302 Industrial Drive
Tustin, California
This message and its contents are confidential, and are intended only for the recipient. Do not copy or send it to others.

Or a joke. Occasionally, a friend sends collections of funny photos and videos (safe for work variety), clever sayings, and other amusing things found online. All are followed by his agency’s standard disclaimer.

I can’t help but wonder what the legal impact is of a disclaimer that is appended to every email regardless of content. I found several opinions online, most of which agree that in most cases, the disclaimer is meaningless, the exceptions being for email from attorneys or others whose messages are legally considered privileged communication.

Email Confidentiality Disclaimers: Annoying but Are They Legally Binding? "Dropping a standard confidentiality disclaimer at the bottom of every company email doesn’t unilaterally force on a recipient any duty of confidentiality. In other words, this disclaimer is of no legal effect."

Spare us the e-mail yada-yada "Lawyers and experts on internet policy say no court case has ever turned on the presence or absence of such an automatic e-mail footer in America, the most litigious of rich countries."

Blind copying
On a related matter, many manufacturers’ representatives send email using blind copy lists. Such information would be useful to the other specifiers, and to various other staff as well. Again, I know the senders would like me to pass their email on, but without knowing whom they sent it to, I am reluctant to forward it, as I know I will send to people who already have the email.

I understand the value of blind copying, and I encourage its use. If a manufacturer’s representative wants to send something to a hundred specifiers, none of them will want to see the lengthy "to" list. It would be better for those on the receiving end if the rep were to send to people in a single company with the recipients visible.

The ultimate disclaimer
Scanning through my own email, I found several disclaimers that exceeded 100 words, and one of 238 words. Which led me to wonder, ”What is the longest disclaimer?” I’ve seen fake disclaimers of several hundred words, and many years ago, inspired by a particularly verbose disclaimer, I assembled one that is about 1,400 words.

But for real email disclaimers written by companies, there are some doozies, including one that ran to more than 1,000 words. (www.theregister.co.uk/2001/05/18/the_2001_daftas_longest_email/) What’s the longest one you’ve seen?

Links
Email Confidentiality Disclaimers: Annoying but Are They Legally Binding? www.businessattorneyinaustin.com/2014/12/annoying-email-confidentiality-disclaimers/
Spare us the e-mail yada-yada www.economist.com/node/18529895

The information contained in this article is intended only for anyone who happens to read it. If received in error, please delete all files, reformat all drives, and immediately take your computer to the nearest LEED-certified incineration plant for disposal according to local ordinances. Upon completion, go directly to the local office of MiB (Men in Black) for neuralyzer treatment.

© 2017, Sheldon Wolfe, RA, FCSI, CCS, CCCA, CSC

CPSE 2017 EXHIBITORS
(continued from page 6)

framing floor joist system, SureBoard for shear-wall panels, ViperStud interior stud framing system, metal lath and water-management products along with its CSSA Code Certified steel framing products. Contact: 800-775-2362; Bryce Koleszar – Sales; Kimberly Grosch, CSI - Architectural Representative. For further information visit: www.cemcosteel.com.

Monopole Inc. has been manufacturing 70+ GREEN universally compliant coatings since 1975. Our high performance product line includes: Acrylics, epoxies, polyurethanes, polyureas, penetrating water repellents and sealers, paint additives, stains, “stick to anything” primers, parking structure/elevated deck membrane systems etc. Monopole’s industry leading Permashield anti-graffiti systems are sold worldwide and specified locally with Los Angeles City, CALTRANS, LAUSD, Sweetwater School District, Parks & Rec’s etc. Our widely used AquaSeal penetrating water repellents and Dex-coat (smooth or non-skid easy maintenance deck coating) also have years of proven performance. For more information please visit our website: www.monopoleinc.com or contact our team of technicians/spec writers/office personnel at (818) 500-8585.

Smalley & Company is an industry leader in specialty distribution featuring a full line of sealants, waterproofing, fire protection and concrete restoration products. Since 1967, we have grown into one of the largest distributors of our kind in the USA. Our mission is to be the vital link for our customers with the best brands in the industry such as Dow Corning, BASF, Sika, Thermal Ceramics, Carlisle, and WR Meadows. Smalley & Company has nine stocking locations and is proud to be employee-owned, with a knowledgeable staff and excellent customer service. Contact: John A. Corsaro, CSI, CDT; 714-441-4100 x17.

IF YOU BUILD IT
(continued from page 11)

the project or make final decisions on construction, a property owner typically employs an architect in order to rely on the architect’s specialized training, technical expertise, and professional judgment.” (Id. at 582, 327 P.3d 850, 859.) As such, the architects could not avoid liability concerning their professional judgment on architectural issues such as adequate...
ventilation or code-compliant windows on the grounds that the client made the final decision.

Perhaps more alarming was the Court’s pronouncement that, “it would be patently inconsistent with public policy to hold that an architect’s failure to exercise due care in designing a building can be justified by client interests at odds with the interest of prospective homeowners in safety and habitability.” (Id. at 582, 327 P.3d 850, 859.) The Court characterized the architects’ services as taking a “lead role” in both the design and implementation of the design for the project. Notably, the Court acknowledged the architects’ claim that the developer’s independent decision and authorization of the alleged defect may prove to be a defense as to whether the architects were the cause of the Association’s claim injury, but not whether the architects owed a duty to the Association. (Id. at 583, 327 P.3d 850, 853.)

The second factor the Court considered is the class of persons the architects’ services were ultimately intended to benefit or affect. The Association alleged that the architects knew their services were being provided on a project intended to be sold as condominiums and used as residences. Accordingly, the Court concluded that the architects were well aware that the architects’ services would necessarily affect the homeowners. (Id. at 584, 327 P.3d 850, 854.)

The third and final factor the Court considered was the prospect of so-called private ordering (hiring a third party professional to provide an independent assessment of the structure and its component parts) as an alternative to negligence liability. The Court analogized the average homebuyer to the “presumptively powerless consumer” in a product liability case. (Id. at 584, 327 P.3d 850, 861.) The Court explained:

A liability rule that places the onus on homebuyers to employ their own architects to fully investigate the structure and design of each home they might be interested in purchasing does not seem more efficient than a rule that makes the architects who designed the homes directly responsible to homebuyers for exercising due care in the first place. This seems especially true in ‘today’s society’ given the ‘mass production and sale of homes’... such as the 595-unit condominium project in this case.” (Id. at 585, 327 P.3d 850, 862.)

The Court in Beacon summarized its conclusion as follows:

1. The architects’ work was intended to benefit the homeowners living in the residential units that the architects designed and helped construct;
2. It was foreseeable that these homeowners would be among the limited class of persons harmed by the negligently designed units;
3. The Association’s members suffered injury because the design defects made their homes unsafe and uninhabitable during certain periods;
4. Based upon the nature and extent of the architects’ role as the sole architects on the project, there is a close connection between the architects’ conduct and the injury suffered;
5. Significant “moral blame” attached to the architects’ conduct because of their “unique and well-compensated role” in the project in addition to their awareness that future homeowners would rely on the architects’ specialized expertise in designing safe and habitable
homes; and
6. The policy of preventing future harm to homeowners reliant on architects’ specialized skills supports recognition of a duty of care.
(Id. at 586, 327 P.3d 850, 862.)
In light of the Beacon decision, architects are forewarned regarding the potential minefield of liability issues they may face if they choose to provide architectural services on a condominium or other residential project, including exposure to claims by future homeowners and the homeowners’ associations (HOA). The following are a few tips for taking a proactive approach when considering taking on the inherent liability risks involved in designing a condominium project:

§An iron-clad scope of services, clearly designating the roles of owner, contractor, architect and other consultants, may prove helpful in educating a court on how broad a prime consultant’s services really are. We are all very aware that lead consultants on a project can only do so much. Your contract becomes the first line of defense in articulating how much control you really have.

§An indemnity and/or limitation of liability provisions that includes third party claims are generally enforceable. You can negotiate reasonable language with your client that will protect both parties fairly, and require your client to protect you from third party claims, or provide insurance to cover such claims. Even if that protection has its limits, it is worth fighting for. Better yet, insist that the indemnity obligations are with the parent company developer as opposed to the subsidiary/LLC that only owns the one development property.

§As lead consultant, you are generally the scrivener of meeting minutes, responses to inquiries and change order requests, etc. Use these opportunities to include notations as to the parties involved in certain discussions and decision-making. These documents may become key in a subsequent lawsuit, as they will likely shed light on how much power a “principal architect” really has throughout the course of a project.

§Propose contract provisions to your client requiring language in the Purchase and Sales Agreements and CC&Rs, (Covenants Conditions and Restrictions), that force the HOA and homeowners, if they are to be considered legitimate third party beneficiaries, to be subject to any and all contract defenses that you have within your agreement with your client.

§Insist upon additional, protective contract language that has your client agree to write into the Declaration, the Bylaws and Purchase & Sales Agreements a requirement that the recommended maintenance be the responsibility of the HOA, and that homeowners undertake additional maintenance measures for their own residences.

With Beacon as our starting point, let’s now turn to more specific contractual and other liability considerations to assist architects who are considering designing a condominium project.

(continued next issue or if you cannot wait: For the entire article, go to: http://www.theaiatrust.com/whitepapers/condos/Condominium-Projects.pdf)
### MEETING SCHEDULE AND INFORMATION

Make reservations by the Friday preceding the meeting. Call the Chapter Hotline at (714) 434-9909

#### UPCOMING MEETINGS:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>March 13</strong></td>
<td><strong>OCCCSI Board Meeting (5:30 P.M.)</strong></td>
<td>Thompson's Design Center, 1716 Case Road, Orange, CA</td>
</tr>
<tr>
<td><strong>March 20</strong></td>
<td><strong>OCCCSI/WWCCA Membership Meeting</strong></td>
<td>Phoenix Club/Pavilion, 1340 S. Sanderson Avenue, Anaheim, CA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>April 1</strong></td>
<td><strong>Newsletter Deadline</strong></td>
<td></td>
</tr>
<tr>
<td><strong>April 10</strong></td>
<td><strong>OCCCSI Board Meeting (4:30 P.M.)</strong></td>
<td>Phoenix Club, 1340 S. Sanderson Avenue, Anaheim, CA</td>
</tr>
<tr>
<td><strong>April 10</strong></td>
<td><strong>OCCCSI Membership Meeting</strong></td>
<td>Phoenix Club, 1340 S. Sanderson Avenue, Anaheim, CA</td>
</tr>
</tbody>
</table>