PRESIDENT’S MESSAGE

Clay Fischer

We have just finished our annual ASCC Committee Week in St. Louis and I had a number of random thoughts (real random) that I wanted to share:

- I was extremely impressed with the turnout; all in all we had close to 50 attendees.
- We had the first meeting of our brand new Technical Committee, made up of a group of people that are pumped up, full of energy and scary smart. They listed a number of initiatives they are going to work on. Almost all of these members have not served on other ASCC committees and we are grateful for their participation.
- A group of us went to the Cardinals baseball game where my Florida Marlins eeked out a win against the Cards. Sorry Bev.
- It amazes me how dedicated and hard working our Safety and Risk Management Council is. These folks never let up and they put out an incredible amount of great work. They are truly the best in the industry.
- The turnout for the Manufacturers Advisory Council was impressive. ASCC is lucky to have such an involved group of manufacturers and suppliers who go all out to support us.
- The Membership Committee, along with staff, continues its search to fill the Director of Member Services position. I realized that it is no easy task recruiting the right person who would be a good fit for ASCC.
- It’s always enjoyable to be able to spend time with the many friends I have made through the ASCC.
- It is humbling that so many people travel and stay at their own expense to help better our association and industry.
- Some of the best news I received was that ASCC icon, Paul Albanelli, has agreed to be a guest columnist for July’s newsletter. (Now he can’t back out!)
- I will always remember that I was in St. Louis on the day that Osama bin Laden was “neutralized”.
- We have one of the hardest working staffs that I have run across.
- We have some terrific new committee chairs, Scott Anderson on Education and Training and Steve Pereira on the Safety & Risk Management Council. Thanks for stepping up.

I hope that I wasn’t too “random”. Please consider joining a committee and participate in helping us improve our businesses and industry, while also having a lot of fun.

Let’s be careful out there.

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UPCOMING WEBINARS
(webinars begin at 3:00 p.m. CST)

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What Have You Done For Me Lately?

In case anyone is asking that of ASCC I wanted to give you an answer. Pretty easy to do after three days last week jam packed with committee meetings and an office jam packed with energetic and enthusiastic volunteers.

- The new Technical Committee offered 20 excellent suggestions for new Position Statements, technical checklists and other publications.
- Ward is updating and revising all of the Position Statements that need changes, including a major rewrite to P.S. #2, which will take a much tougher stance on the use of welded-wire mesh.
- The Safety Council board is producing a new employee safety orientation video; updated and more comprehensive than our present, dated version.
- An inter-industry workshop focusing on sealer failure issues was announced for this fall.
- A tight schedule was set to script and shoot a concrete finishing training video that will be a companion to the ACI finisher certification workbook.
- A certification program for a concrete tolerance specialist was proposed and given the green light. Championing the effort are Ward and Charles Hanksat.
- All questions from the email forum and the most recent Troubleshooting Newsletters have been entered into a data base, thanks to diligent staff. Following a little more tweaking this information will be easily accessible to all of your employees.

These are just the highlights. All of those who met here May 2–4 are to be congratulated and thanked for the considerable thought and effort they put into the committee work. It was also gratifying to have several people here who don’t serve on a committee, just to learn more about what ASCC is doing and to get involved.

SAFETY & RISK MANAGEMENT COUNCIL

Increasing Productivity

In this economy, increasing your productivity helps you stay competitive and increase profit margins. One of the ways this can be accomplished is through the implementation of job site efficiencies to reduce risk factors and improve production. Our workforce is aging, and with that, we are seeing an increase in soft tissue injuries, the leading frequency and severity loss drivers in the construction industry. Identifying ways to minimize movement at the job is a way to improve employee health, address safety issues, and impact productivity. Walking, bending, carrying, pushing, pulling and working overhead are examples of movement in the workplace. We must start looking at these movements as production and efficiency issues. Here’s an example: An employee bends over and picks up material from a 4-inch high pallet. It takes approximately three seconds to bend over. The average construction worker will bend over 25,000 to 30,000 times a year. Multiply this by the number of employees and then the number of days worked. This number will make you wonder how much wasted time we have from bending? This can be answered by knowing what percentage of the 25,000 to 30,000 bends can be eliminated.

Close observation of job site operations is important in addressing this issue. Take some time and concentrate on watching your employees as they perform their jobs. Make note of their movements and see if you notice anything extraneous to the task.

Review how and where material is staged relative to the installation point, the height of pallets, and how many times a piece of material is touched before final installation.

Improving efficiencies in any of these areas can increase job site productivity.

If anyone would like additional information on this topic, please contact Bev Garnant for the CNA brochure on *Motion is Money*.
Survival of the Smartest

The decorative construction world as we have known it is rapidly changing. It’s not enough to do the same thing over and over. There isn’t a lot of work right now and every job counts. Also, your prices probably have less gross profit built into them, so you can’t afford to make even small mistakes. Conflicts with owners can be dangerous and drive you out of business. Consider the following tips as you prepare for the season.

Prepare the owner

“Beauty is in the eye of the beholder”; an important point to keep in mind as you begin work for a new client. Owners don’t have as many expectations for plain concrete as they do for decorative. They often have very precise ideas of how they think their decorative work should look and what color-texture and pattern it should be. Smart contractors organize pre-construction meetings with all parties present—including owners—and leave no stone unturned. Everything is discussed and agreed to in writing. You should do the same.

Be organized

The biggest change in the concrete industry has to do with project organization. Technology provides us the opportunity to plan every aspect of a job in great detail, leaving nothing to chance. Some products allow you to get real-time information from the field so you know exactly where you stand. It’s hard to keep up with all the changes and innovations but it’s important to do so – especially in today’s economic climate. Profit can be maximized for those who are the smartest and the most organized.

Study concrete

Don’t let anyone tell you don’t need to know about the concrete mixes you are using. If you are placing concrete you should have mixes available for every weather condition. You need to know what admixtures are in your concrete and what effect they have on the results. If your work is on hardened concrete there will be more or less pores and capillary structures available depending on the concrete placed. You need to know that because it can have a huge impact on your ability to color and seal your work. Learn all you can about concrete basics. With concrete you can never be too smart- it can make us look dumb.

Outsmart the weather

 Ambient conditions influence how concrete sets and finishes. In the old days the TV or radio weather report was all you had to go by. Now you can look it up on the internet for real-time information. Hand-held weather meters can read a variety of conditions on your jobsite. One product even tells you if concrete surface crusting conditions are present. Weather problems cost contractors money. You need accurate information to make good judgments. Besides, it makes you look smart.

Learn more about sealers

Sealer failure is a common complaint among decorative contractors. You can’t know enough about this subject. Understand the what, why, when, and where of the sealer you are using. Maintain a strong relationship between the technical rep. for your sealer manufacturer – attend seminars – read all you can. This subject will be covered in great depth at the ASCC Annual Conference September 15-18, 2011 in Grand Rapids by two industry experts. Attending would be a very smart decision.

In the January ASCC Voice I mentioned a change in the ACI 117-10 tolerance document that directly impacts concrete contractors. The original revision of that document omitted the important requirement that straightedge flatness measurements must be measured and reported within 72 hours after completion of slab finishing operations and before removal of any supporting shores. An errata was published on the ACI web site to correct that oversight.

Here’s another errata from the ACI web site that will be of special interest for contractors placing architectural concrete.

ERRATA
ACI 347-04
Guide to Formwork for Concrete
1st through 3rd printings
Reported by ACI Committee 347
Section 5.2.3, page 19 revised as:

5.2.3 Tolerances—The architect should specify dimensional tolerances considered essential to successful execution of the design. ACI 117 can be consulted, but the architect should realize that the tolerances therein are for concrete construction in general, and more restrictive tolerances can be required for architectural work. No numerical limits are suggested herein because the texture, lighting, and
configuration of surfaces will all have an influence. ACI Committee 347R notes, however, that concrete construction tolerances of 1/2 those called for in ACI 117 are considered the achievable limit.

The sentence in bold was deleted. An additional sentence was added as follows:

“ACI 303R should be consulted for further guidance.”

Last revised 4-23-08, 1:26 p.m.

Some of the ACI 117 tolerances for structural concrete are often difficult or impossible to meet. Cutting them in half was not justified by any as-built data, and thus this errata is of great value to concrete contractors doing architectural concrete work. Note that the requirement was changed in 2008. This is significant with respect to the date of your contract.

It’s a good idea to check the Errata page on the ACI web site when an ACI specification is referenced in your contract documents. You can do this as follows:

2. Click on the “Bookstore & Publications” button at the top left of the home page.
3. Click on “Errata” in the drop-down menu beneath “Bookstore & Publications”.
4. Click on the window below the phrase: “To view a specific errata document, select it from the list”.
5. Click on the document of interest, in this case, ACI 347-04.

WHY YOU NEED TO READ YOUR CONTRACT (Part 2)

Jeffery W. Coleman, Coleman, Hull and van Vliet

In my previous column I discussed the former AGC indemnification clause and compared it to the new Consensus Document 750 indemnification clause.

As pointed out, the AGC indemnification clause also required that the Contractor maintain general liability insurance coverage to ensure the risks transferred to the concrete Subcontractor under the indemnification clause.

The issue of general liability insurance is also addressed by the Consensus Document, but in a different manner. General Contractors almost always ask that they be added as additional insured on the Subcontractor’s general liability insurance policy. While this has arguably become a standard request, the concrete Subcontractor must be aware of the implications of such a request.

Once the General Contractor is included as additional insured on the Subcontractor’s general liability policy, they are able to make a direct claim against the policy as an “insured.” Under the old AGC contract form, this essentially meant that the General Contractor was asking the Subcontractor to provide insurance for the General Contractor.

The new Consensus Document 750, Standard Agreement Between Constructor and Subcontractor, does provide for additional insured status as follows:

Additional Insured. The Constructor shall be named as an additional insured on the Subcontractor’s CGL specified for operations and completed operations but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by negligent acts or omissions of the Subcontractor or those acting on the Subcontractor’s behalf in the performance of the subcontract work for the Constructor at the work site.

This again is a more fair allocation of responsibilities than in the old AGC document. It does provide that the General Contractor will be named as an additional insured on the Subcontractor’s policy, but only for liability “to the extent caused by the negligent acts or omissions of the Subcontractor.” This clause then allows the General Contractor to make a direct claim against the Subcontractor’s policy, but only to the extent that liability has been caused or created by the Subcontractor. Unlike the previous AGC contract, the General Contractor would not be able to make a claim against the Subcontractor’s general liability policy for any liability arising out of the Contractor’s actions. This also recognizes comparative fault. Principles of comparative fault often come into play in construction cases. Comparative fault recognizes the percentage of fault that each party has contributed to a specific liability issue. A detailed discussion of comparative fault is beyond the scope of this article, however, the important point is that a concrete Subcontractor could only be responsible to the extent of its fault or for the percentage of liability to which it is assessed and nothing more.
So what can we learn from a review of the various indemnification clauses and insurance provisions that have been reviewed? First, if you are presented with an indemnification clause similar to the old AGC clause, you should object to it and seek to negotiate a more appropriate allocation of fault between the parties. You can use as an example the new Consensus Document that has been endorsed by the AGC. There may also be anti-indemnification statutes that could come into play and restrict a General Contractor’s ability to seek indemnification from a Subcontractor. These should be discussed with your attorney because these statutes are specific either to the state you are located in, or the state in which the project is located, depending on the contract language.

When you are finished with the newsletter please forward it to someone else in your company who might benefit from this information.