"Anybody can jump a motorcycle. The trouble begins when you try to land it"

- Evel Knievel

Welcome to the new and improved CSI Indy newsletter!

As we embark on our adventure of providing YOU with the most up-to-date (and relevant) information in the construction industry, we encourage you to provide us with any and all feedback. Good, bad, and even the ugly is welcome. What type of articles would you like to read? What type of events are you interested in? Anything you think the chapter should be aware of is welcome.

Your Humble Narrator,

Mike Halstead
Indianapolis CSI Newsletter Co-Editor
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Mild Mannered Reporter,

Ryan Muzzillo
Indianapolis CSI Newsletter Co-Editor
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A special thank you goes out to all of our sponsors!

If you would like to become a sponsor of the Indianapolis CSI Chapter, please click [HERE].

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This has been a rough month for all of us - the coronavirus is real. As during 911 when we all reinvigorated our respect for first responders - police and fire and safety professionals - the virus has us all worshipping our health care professionals, restaurateurs, police, fire, grocery store workers and the construction industry as we muddle through this pandemic. They are on the front lines right now and are shining. I feel guilty that we are so busy while so many others are suffering through this crisis. I'm still amazed that anyone would consider us essential - but regardless we are blessed.

I will say I'm having serious cabin fever - so bad I had to call Gerhardt Wolfgang for a pep talk. I'm over all the Zoom meetings too. And I can only see my granddaughter Ridley via Zoom - that ain't right. During this strange time I have come to appreciate more and more the little things I have taken for granted - family, friends, colleagues, my favorite restaurants, going to the movies, Kiwanis, CSI - even a few contractors and product reps. I actually wore gloves and a mask to the grocery store last weekend - never saw that coming. Governor Holcomb extended our quarantine to April 20 - it looks like our program on 16th will need to be cancelled. Keep your third Thursday nights open until we are back in full swing.

The good news is spring is in the air, flowers are budding, I don't have to drive as much as usual, there's very little traffic, I don't have to wear my uniform and I don't have to shave every day. It's also been encouraging to walk our neighborhood and see all the people out and about - and all the birds at my Taj Ma Bird Feeder.

Stay safe. I'm off to my drive by Easter egg hunt.
- Your Humble Narrator

Visit Our Website

UPCOMING EVENTS
CSI Indianapolis Chapter Meeting

Stay Tuned... In the interest of flattening the curve with regard to the COVID-19 outbreak, the Indianapolis Chapter CSI is suspending the monthly meeting schedule until further notice.
AXE THROWING COMPETITION

View from the Tower

April 2020 –

I hope this finds you well... That statement takes on a whole new meaning right now. As I have taken time to think and pray for our Chapter Members, State, Nation, and First Responders, one’s perspective cannot help but shift. Time and its true value have become even more clear, and the things that are truly not of value or merit seem like a foolish investment of my time now. Please know how truly grateful I am for all of you and the time you have invested in this chapter and each other over the years.

Due to all of this change and uncertainty the CSI Indianapolis Board of Directors will be considering many alternatives for meetings and moving forward so we can continue to educate and provide learning units for all our members who still need to keep licenses and certifications current. Stay tuned for some E-mails with updates as we find solutions that can benefit us all!

Even amid all the change we are all currently walking through, our chapter has so many things going on behind the scenes. Specifically, our Certification Committee. The team that has taken over this has truly divided and conquered. When I was in the session last night, we had nearly 30 participants! I would encourage all of you to read the article by our own Mr. Jack Morgan for a full update on all they are doing. THANK YOU, Certification Committee!

Last month we were scheduled to have our monthly meeting on Ventilated Facades provided by one of our many great sponsors Natural Stone and Tile. Ms. Dorothy Neff and her presenter were gracious yet again and flexible as we work to reschedule them for later in the year. We have also decided to cancel the April meeting. When we find new dates for both events, we will get them up on the website!

While all the work that every volunteer in our great chapter does is important, there is no comparison to the Health, Safety, and Welfare of every member and their families. Please know the Board will continue to monitor the COVID-19 situation closely and keep you all as informed as possible on decisions as we move forward.

Praying Blessings and Health over you all in these uncertain and unprecedented times –

David J. Fryman

David J. Fryman - ACE, BS, CSI - CDT
Architectural Consultant - CSI Indianapolis Chapter President

Lods Architectural Products, LLC

https://www.lodsap.com      E-Mail: dave.lodsap@gmail.com

(317) 604 - 3807

AXE THROWING COMPETITION
CSI, Indianapolis Chapter

AXE THROWING COMPETITION

May 8th, 2020;
ANARCHY AXE
9546 Allisonville Rd. Suite 127
Indianapolis, IN 46250
Entry Fee: TBD
Sika is pleased to offer FREE weekly live webinars. Our Spring Webinar Series provides relevant topics for the construction industry including building solutions and new technologies.

- Earn continuing education credits including AIA/HSW/GBCI/ASLA/CEUs
- Have your questions answered by our industry experts
- Click here to register now or visit us at usa.sika.com/webinars
The Indianapolis Chapter of CSI is accepting reservations for Table Tops for upcoming Chapter meetings. The list of programs for upcoming Chapter meetings and seminars is published in this newsletter, the web site, or contact Program chairman Jack Morgan - morwalsoplad1@gmail.com, if you would like to target a particular meeting, be sure to make your reservation early. We do have a limit of four spaces available for Table Tops in a standard meeting room and 10 if we have a double room.

Table Tops are an opportunity to promote your company, products, or services to all attendees of our regular chapter meeting during the social hour. There is a maximum of 20 minutes for Table Top presentation at a regular Chapter meeting. You have the floor for maximum of five minutes after dinner before the speaker to communicate to the entire group if there are four presenters. If there is a greater demand, the 20 minutes will be divided by the number of presenters and rounded down to the nearest 30 seconds.

The Table Top presentations are FREE, one time, to new members, and cost current Indianapolis Chapter members only $75. Non-members get the same opportunity for $125. A 30 by 60 table with a cover and skirt will be included. All proceeds go to support the Chapter. Payment is due at the time of setup.
Another opportunity for a Table Top is during an Education Seminar. If you combine it with the Chapter meeting and Education Seminar the cost would be $100 for current members and $150 for non-members.

If you would like to schedule a Table Top for a future meeting contact:

Kent A. Hughes RA CDT - American Structurepoint
khughes@structurepoint.com - 317.690.5820

Be sure to put ‘Table Top Request’ in the subject line

CERTIFICATION QUIZ

Jack P. Morgan  
Indianapolis Chapter Quizmaster

1. Contractual clauses in the Condition of the Contract:
   a. Have priority over Division 01.
   b. Are superseded by Division 01.
   c. Are expanded upon by the provisions of Division 01.
   d. Are independent and Division 01 provisions have no effect.

2. The following are all advantages gained by using standard agreement forms except which one?
   a. Parties familiarity with the forms.
   b. Uniformity with terminology.
   c. Legal precedence’s interpreting the documents.
   d. Accommodate choice from a wide variety of standard contract conditions.

3. Preconstruction activities begin when the Contractor has received:
   a. a letter of Intent To Proceed.
   b. the Contracting Forms.
   c. the Project Specifications.
   d. a signed copy of the Addenda.

4. If the Contractor is delayed in the progress of the Work by the Owner, the Contractor should:
   a. Write the A/E protesting the changes.
   b. Notify the bonding company.
   c. Write the A/E requesting a Change Order granting an extension of time.
   d. Stop the Work until the Owner has made a decision.

5. During Closeout, it is important for the Facility Manager to do all of the following except which one?
   a. Participate in systems start-up and testing.
   b. Receive the final Punch List.
   c. Participate in demonstrations of equipment operations.
   d. Accept the Record Documents.
   e. Accept Building Information Models.

6. When was the only time the US National Debt was zero?
CDT CSI Preparation Classes Update

This Spring, the Chapter’s Certification Committee has been busy. They have been conducting CDT Preparation Classes on a weekly basis – all remotely. The effort started in March with an Orientation Class on March 24 reaching out to interested candidates and to test the Microsoft Meetings platform operating out of Ratio’s offices. The Committee is using a phone app called “Poll-It” to allow the participants to respond to polling questions and to answer sample questions.

Five sessions, each 3 hours long, are planned for Tuesday Evenings switching from Saturday mornings that was done in the past. A bonus session covering the AIA A 201 General Conditions will be held the last Tuesday in April. As of this writing, three of these sessions have been completed. The number of participants have ranged from 16 to 20 – sharply higher than previous sessions. Many of the participants that are involved in the classes come from the Stenftenagel Group from Seymour, IN. There are other participants from around the country and locally.

The Certification Committee is comprised of Ivette Bruns and Jack Morgan – Co Chairs. Tony Julian, Joel Young, Tom Tuttle, and Chuck Thompson are the other members on this committee. Much of the planning and implementation effort has been done by Tony Julian. Ivette Bruns is instrumental in using Ratio’s software to allow the sessions to take place. As of this writing, despite the COVID-19 spreading the country, the Institute is still planning on CDT Testing, although later in the year than originally planned. Hopefully, all these efforts will pay off with new CDT’s.

Jack P. Morgan, FCSI, CSS, CCCA, AIA, NCARB, SCIP
Indianapolis Chapter Certification Committee Co-Chair
CONSTRUCTION PROJECT DELAYS IN A COVID-19 WORLD

By: Patrick A. Drewry - Drewry Simmons Vorhies, LLP

Since COVID-19 was formally declared a pandemic on March 11, 2020, the construction industry has been bracing for the impact it may have on the health of its employees and workers and on operations as a whole. There has been widespread speculation and concern as to what delays the pandemic would cause to the industry and specific construction projects. States, including Indiana, have proceeded with issuing sweeping Executive Orders defining essential business and services and typically allowing construction work and operations to move forward. Governor Holcomb issued Executive Order 20-08 defining construction activities as “Essential Infrastructure” while still imposing “Social Distancing Requirements” and other measures and restrictions on businesses and the industry.

Despite this Executive Order, the question of whether the COVID-19 pandemic gives rise to excusable or compensable delays remains largely unanswered. The industry is still facing the very likely prospect of labor and manpower shortages, disruption to supply chains, material delays, and the possibility that government and or civil authorities may impose additional restrictions and limitations. There may be impacts to productivities and efficiencies as companies and job sites try to adapt to Social Distancing Requirements, OSHA, and CDC guidance and protocols. What is the result when companies voluntarily shut down or withdraw on a project?

While some form of delay or labor inefficiency seems inevitable, the key question then becomes: Who will bear the burden of any cost and schedule impacts? Many industry experts have debated whether the pandemic itself and/or any of the resulting impacts will qualify as an excusable delay or Force Majeure event. Force Majeure is the excusing of contractual performance as a result of unforeseen circumstances. Although many people associate Force Majeure with “Acts of God”, the application can vary significantly depending on the wording of the contract.

The purpose of an “excusable delay” or “force majeure clause” in a contract is to (1) allocate risk, and (2) provide notice to the parties of events that may suspend or excuse performance. Many contracts will make express reference to “Acts of God” or utilize the broader language of “circumstances beyond the control” of the parties. The American Institute of Architects (AIA) A201 General Conditions § 8.3.1 refers to “labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control”. The ConsensusDocs 200 Standard Owner-Constructor Agreement expressly refers to “epidemics” in its excusable delay clause. Although inclusion of the term “epidemic” or “pandemic” may make the analysis more straightforward, most parties will be left to argue whether the COVID-19 pandemic fits within the scope of their respective excusable delay or force majeure clauses. More importantly, it is the resulting events and impacts stemming from the pandemic that must be evaluated and put under the contract microscope.

Regardless of the scope of such clauses, the parties must look to their respective contracts to determine whether only a time extension is allowed, or whether there are grounds for an adjustment to the contract price. The contract may further define: (a) the types of costs recoverable;
(b) the burden or methodology needed to establish, prove and document such costs; and (c) notice, timing, and formal submission of claim requirements associated with pursuing any time extension or contract price adjustment.

How will the Courts and arbitrators come down on these issues? Under Indiana law, claims that non-performance or delayed performance of a contractual duty should be excused under a force majeure theory are largely evaluated on a case-by-case basis. The first and most important issue for courts to consider is the specific language of the contract, as “the scope and effect of a force majeure clause depends on the specific contract language, and not on any traditional definition of the term.” Specialty Foods of Indiana, Inc. v. City of S. Bend, 997 N.E.2d 23, 27 (Ind. Ct. App. 2013).

The harsh reality is that delays associated with the COVID-19 pandemic will be extremely case specific based on the project, the contracts involved, and the underlying facts. While the industry’s primary goal is to keep its workers and their families safe and healthy – and that is undeniably the most important result- and not to revert to claims and litigation over these issues, it is critical to start evaluating these risks now and gain an understanding of how they can be avoided and resolved informally, and ultimately how they may be adjudicated if a dispute is unavoidable.

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<th>Gold ($750)</th>
<th>Silver ($500)</th>
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<td>Company profile, or article (provided by Sponsor), featured in one (1) CSI Indy Newsletter. Platinum level Sponsor receives two (2).</td>
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<td>2 Events</td>
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<td>First choice of Tradeshow booth (free tradeshow booth).</td>
<td>1 Tradeshow Booth</td>
<td>-</td>
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<tr>
<td>Free tabletop at CSI Indy Chapter Meeting to showcase your company and a 5-minute presentation to members.</td>
<td>3 Tabletops</td>
<td>3 Tabletops</td>
<td>1 Tabletop</td>
<td>10-15 Minute presentation at Indy Chapter Meeting</td>
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<td>Special Event Sponsorships (Awards, Seminars, Golf, Holiday)</td>
<td>Contact individual event for sponsorship opportunities.</td>
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*Sponsorships are valid for one calendar year from date of Renewal or Application.

**MINUTES**

Minutes of the Indianapolis Chapter CSI Board of Directors can be read [HERE](#). Please contact the president with any comments or questions.

**HAPPY HOLIDAYS!!!!**
The Indianapolis Chapter, CSI was founded in 1961 and continues serving the local construction community. The Chapter is currently the largest chapter in the Great Lakes Region. Our membership is made up of architects, engineers, interior designers, facilities managers, contractors, product manufactures and representatives, and others involved in the construction industry.