

THE MEMPHIS

PERSPECTIVE

MAY 2016 Edition



This issue:

Please Say Thanks! By *Sheldon Wolfe, RA, FCSI, CCS, CCCA, CSC*

CONTRACT CLOSEOUT By Hans Dietrich Faulhaber, Architect, CSI, CDT

This month's Chapter Meeting:

NFPA 285 / Air Barriers presented by Steve Lawrey, CSI, CCS, CCCA, AIA, NCARB, LEED AP with the Pecora Corporation. Details inside!

csimemphis.org

CSI

www.csinet.org

Founded in 1948, the Construction Specifications Institute is a not-for-profit technical organization dedicated to the advancement of construction technology through communication, research, education and service. CSI serves the interests of architects, engineers, specifiers, interior designers, contractors, product manufacturers and others in the construction industry.

Membership

Architects, engineers, contractors, and manufacturers—14,000 members strong—are in touch with one another through their Construction Specifications Institute membership. CSI provides contacts in the construction industry as well as provides you up-to-date information to help you do your job efficiently and effectively. Yearly Institute membership fee is \$250 plus \$40 Memphis Chapter fee = \$290; Institute membership fee for an Emerging Professional is \$125 plus \$40 Memphis Chapter fee = \$165.00; and Institute membership fee for students is \$30 plus \$10 Memphis Chapter = \$40.

Contact: Richard Hill richard.hill@basf.com
662-420-9563

Tabletop Displays at Monthly Meetings

At each monthly meeting, the Chapter encourages all members to provide a table display of their product and/or services for inspection and education of those attending the meeting. After the meal and prior to the program, the displayer will be given five minutes to address the group. The table display is also encouraged to be represented during the social hour and after the program for any questions by the attendees. The presentation fee for this time is \$25.00.

Table Top Info. - Mike Zielinski
mzielinski@lrk.com
901-652-5612

The Memphis PerSPECTive Information

The Memphis PerSPECTive is published ten times a year by the Memphis Chapter of the Construction Specifications Institute. Appearance of products or services, name or editorial copy does not constitute an endorsement by the Memphis Chapter of CSI nor any of its members.

Circulation of *The Memphis PerSPECTive* includes over 500 people consisting of members of the Memphis Chapter of CSI, members of the Memphis AIA Chapter, CSI Regional editors, the CSI Institute and other interested persons nationwide. To be included on future mailings, forward your name, mailing address, and e-mail address to the following address:

The Memphis PerSPECTive
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You may also access a complimentary copy of *The Memphis PerSPECTive* online at www.csimemphis.org.

SUBMITTING ARTICLES

Readers are encouraged to submit articles of interest within the construction industry for publishing. Articles on individual projects whether currently in design, under construction, or recently completed are encouraged.

Any printed articles, photos or program inserts should be forwarded to:

The Memphis Perspective
Attn: Danny Clark
danny62clark@gmail.com
Or hansfaulhaber@hotmail.com

Articles and images should be submitted in electronic format via digital media or email. Microsoft Word documents are strongly preferred for articles, minus tabs and any other formatting. All images must include a date and caption. If printed photographs are submitted, please include SASE

MAGAZINE ADVERTISING

The advertising rates for 10 issues of *The Memphis PerSPECTive* in printed version and as published in the CSI Memphis Chapter website (www.csimemphis.org) are as follows:

<u>5 Issues</u>	<u>10 Issues</u>		
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May 9 Board Meeting 5:30 pm Allen + Hoshall office

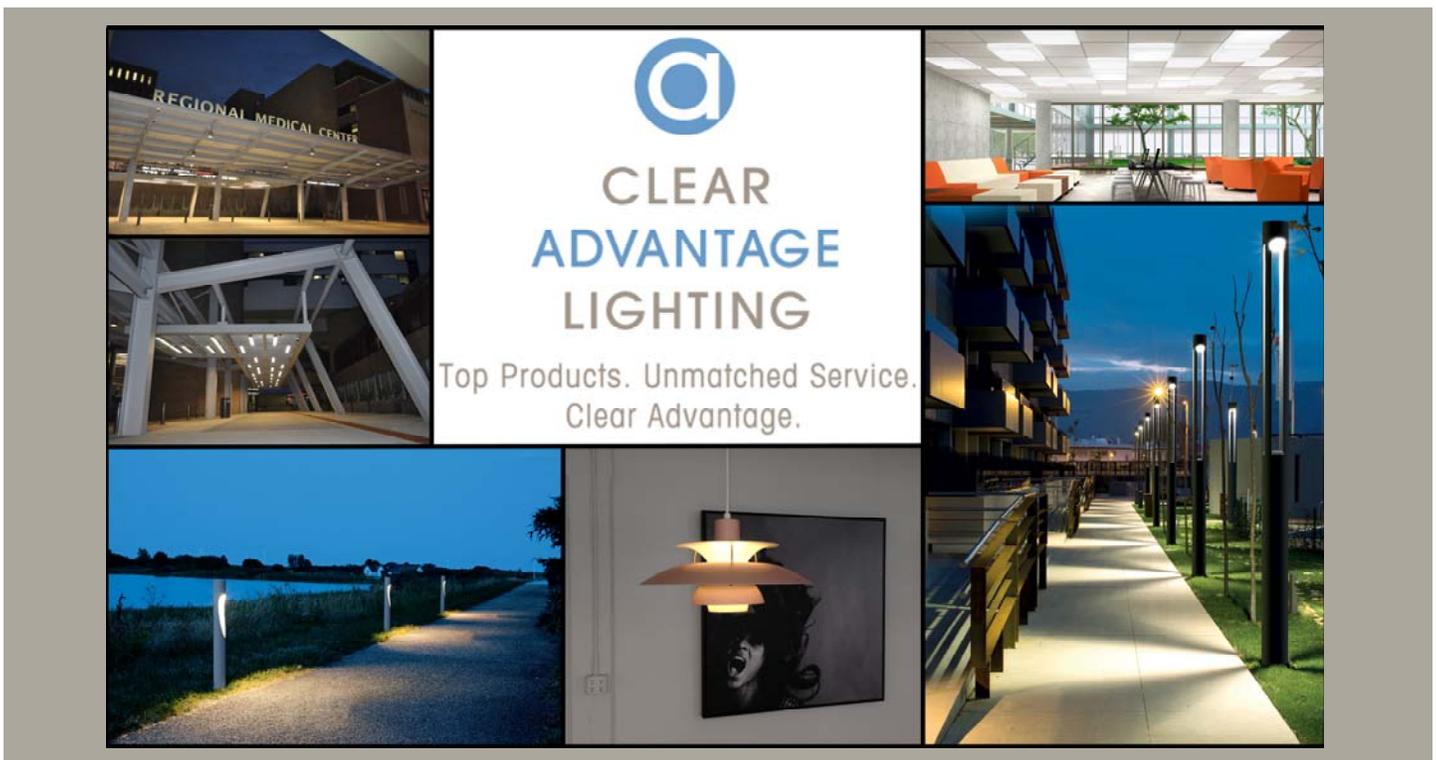
May 12 Chapter Meeting **NFPA 285 and Air Barriers** presented by Steve Lawrey with Pecora Corp

June 6 Board Meeting 5:30 pm Allen + Hoshall office

June Annual Awards Banquet Date TBD

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THURSDAY MAY 12, 2016

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**Hans Dietrich Faulhaber,
Architect
CSI Memphis
Chapter President**

Once again I **thank you** for the opportunity to serve the chapter in this honorable position. I am humbled by the history of this chapter and its membership, past and present and hope to have an effective, productive and meaningful term. My phone is always open so if you have questions, comments, recommendations or simply suggestions give me a call. I'll see you at our next meeting!

Hans Dietrich Faulhaber, Architect
The University of Tennessee

Greetings Memphis Chapter CSI!!

Build/It 2016 was undoubtedly a success!!

The Memphis Chapter CSI Products Display Show re-branded by our very own **Scott Guidry** was well attended by the construction community and equally well attended by vendors. **Roy Decker** (Duvall Decker Architects-Jackson, Mississippi) gave the keynote address talking about and presenting project from his firm's portfolio. I hope you didn't miss it-this was one of the best and most memorable products display shows I have ever attended.

This month's chapter meeting will feature **Steve Lawrey** with the Pecora Corporation. Steve will discuss NFPA 285 and particularly how it addresses air barriers. This will be an informative lecture where I am sure you will walk away with new found knowledge.

From what I am hearing we are having success in garnering new donations for our **Dempsey B. Morrison Scholarship Fund**. Again, I encourage you to **make a donation** to this very worthy scholarship fund. CSI Memphis in partnership with the University of Memphis provides two scholarships that fully fund the tuition for the two selected students for one year. This can eliminate a financial hardship that might exist and in turn provide peace of mind to the student allowing them to focus on their studies and not fund raising activities. I knew Mr. Morrison and had him as a drafting teacher while attending State Technical Institute at Memphis-now SWTCC. Please consider a donation to this very worthy endeavor. ***If I can donate to this very worthy fund...so can you!***



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MAY 2016 CHAPTER MEETING

THURSDAY May 12, 2016

5:30 Social Hour, 6:00 Dinner, 7:00 Program

The Racquet Club; 5111 Sanderlin Ave. Memphis, TN 38117

This month's learning opportunity at our CSI Memphis Chapter meeting at the Racquet Club will be given by **Steve Lawrey**, CSI, CCS, CCCA, AIA, NCARB, LEED AP with the Pecora Corporation. His presentation will be on NFPA 285 and will include the following aspects of that standard: NFPA 285 and Air Barriers / Testing Requirements.

Steve's presentation will include an overview of NFPA 285 with respect to its development in enhancing life safety with respect to fire protection in building wall systems. This presentation will explore the necessity of testing a particular air barrier system within a specific NFPA 285 approved wall system to meet building code requirements. We will also explore how to specify and seek and gain approvals on air barriers when an NFPA 285 design does not include the air barrier specified.

Be sure to make your reservation with **Pam Davidson** - see below - Hope to see you there!

\$25.00 for members and non-members; \$12.50 for students (non-shows will be billed).

For reservations, contact Pam Davidson at 901-261-4671

or email at pdavidson@allenhoshall.com

Or reservations may also be made on-line at www.csimemphis.org using PayPal.

CSI Memphis Mission Statement

In order to enhance the process of creating and sustaining the built environment, Memphis Chapter CSI:

Provides opportunities for persons in the design and construction industry to receive cutting edge information regarding construction documents and practices;

promotes members career advancement and enhancement of leadership and communication skills; and supports students aspiring to design and construction careers.



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Why join CSI?

You should be in CSI if you're an architect, a specifier, a product representative, a contractor, or any other kind of construction professional, and you want to know more than your piece of a project. CSI members have an in-depth understanding of construction because what they know goes beyond their job. They spend time with professionals from other fields, and learn how they fit with the rest of the building team. They are experts in the process of identifying real world building product solutions, communicating those solutions in construction documents, and ensuring that all the members of the construction team are building the facility the owner wants and is paying for. Their employers benefit from their ability to see everyone's role in a project, and because CSI members can deliver on time and on budget.

\$250 - Professional: You author, manage, or communicate building information; to create, interpret, or use construction documents; or to educate, support, or assist the construction industry.

\$125 - Emerging Professional: You have less than three years experience.

\$30 - Student: You are a full-time student in a construction-related curriculum.

Join now!

Questions? Contact CSI at csi@csinet.org or 800-689-2900.

This purpose of this article is to provide a guide to the project closeout procedures and how those procedures need to be specified in the Project Manual.

First Closeout Activity: Inspection

The first closeout activity is the inspection process. The Substantial Completion inspection process will generate a “punch list”, or a detailed list of defects requiring correction by the Contractor that is generated by the Architect and Engineering design team, and that has a certain fixed period of time for the Contractor to complete. The time frame is typically established as 30 days, but can be modified if necessary on the Certificate of Substantial Completion. Completing the corrections in the established timeframe is important due to the potential for assessment of liquidated damages against the Contractor should the Work not be completed within that time period. Upon the expiration of the time limit or when the contractor makes a written request, the project will go through a Final Inspection by the design team.

The Contractor should pay particular attention to Specification Section 01 74 00 Cleaning before making his request for inspection. This section is intended to clearly direct the Contractor on basic requirements for final cleaning prior to the project being turned over to the Owner, as well as progress cleaning and site maintenance during construction. First impressions are generally lasting impressions. If a building is not cleaned prior to the inspection, there are likely other more important items that were not accomplished.

Often Contractors want to accompany the designers while the punch list inspection is taking place. I believe that it is the designers’ option whether or not to allow this to happen. The Contractors’ presence can sometimes be intimidating and lead to an unproductive and or incomplete inspection. The Contractors’ presence may save him time by eliminating minor punch list items as they are identified. This may save the designers’ time in preparing the punch list. However, the argument can be made that the Contractor prior to the inspection process should have identified and corrected those minor items. The elimination of those minor items during the inspection process can only be described as a distraction from the object of the inspection. Consequently I will routinely request only one member of the Contractors staff be present during any inspection thereby eliminating any work during the inspection.

There are three primary closeout activities to construction contract closeout. The **first activity** is the inspection of the project for compliance with the design intent, adherence with contractual requirements, and to identify any defects that require correction. The **second activity** is the submission, review and acceptance of the operation and maintenance information for the building and its associated-engineered systems. The **third activity** is the submission and resolution of all financial obligations and issues. These activities will typically occur concurrently. All require attention to detail and observation of the contract document requirements related to closing the contract as defined in the Division One Section 01 70 00 Execution and Closeout Requirements and the General Conditions of the Contract for Construction, AIA Document A201 (General Conditions).

The administrative procedures for Substantial Completion and Final Completion of the Work are found in Specifications Section 01 77 00 Closeout Procedures. The essential definition of Substantial Completion is that a project has been completed to the point that the Owner can now use it for its intended purpose. The definition is located in Article 9.8 of the AIA General Conditions. The date of Substantial Completion that is established has specific contractual and legal implications for both the Owner and the Contractor. For example, warranties and other specific responsibilities commence upon Substantial Completion unless otherwise modified by the Certificate of Substantial Completion.

Construction contract closeout essentially begins once the Contractor has notified the Architect that the project is Substantially Complete and has attached a list of all items to be completed or corrected. This requirement is stated in Article 9.8.2 of the General Conditions. The Architect then inspects the project and establishes the date of Substantial Completion. This duty of the Architect is assigned in Article 4.2.9 of the General Conditions. Should the Architect note no additional deficiencies, a Certificate of Substantial Completion will then be executed and signed by the Architect and distributed for the signatures of the Owner and Contractor. Often the process is not as simple as this explanation and takes far more time than implied here.

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Second Closeout Activity: O&M data

The second closeout activity is the submission, review, and approval of the operation and maintenance data (O&M). The specific O&M information required to be submitted is typically indicated in each specification section. In general the O&M data is divided into architectural and engineering documentation, and further broken down into mechanical, electrical, and plumbing engineering. The requirements for Closeout Submittals can be found in Section 01 78 00.

Section 01 78 00 Closeout Submittals outlines the procedures for submission of closeout submittals, revised project documents, and the delivery and distribution of spare parts and maintenance materials. According to CSI's *Master-Format*, Closeout submittals may include all or part of the following list:

- Final Site Survey
- Maintenance Contracts
- Maintenance Data
- Maintenance Materials (sometimes called 'attic stock')
- Operation Data
- Preventative Maintenance Instructions
- Product Bonds
- Product Warranties
- Project Record Documents (sometimes called 'as-built')
- Spare Parts

Closeout O&M data will usually contain all of the submittal data, which was submitted at the beginning of the project. That information will be supplemented with additional information that was not required at the submittal stage, but which is required by the specification for the maintenance of the particular product or system. Often the list above is expanded to include additional information such as parts lists or lock pinning codes, extra keys, and even tools that may be needed for standard maintenance. As stated, special closeout submittals for specific components are typically listed in their respective specification sections.

Many offices today specify that these materials are to be organized by discipline in three ring loose-leaf hardback binders. This facilitates the modification and addition of materials that may become necessary at a later date. It also ensures that the materials will not be destroyed or lost

soon after they have been transmitted to the Owner for their use. Our office will typically specify that the Operation and Maintenance Data be bound together and the Warranty information be bound separately. This allows the Owner quick access to the warranty information, which may be all that the Owner requires at the time.

More Owners are now requiring the inclusion of systems demonstration and training as part of Closeout. This component of the Contract is found in Section 01820 Demonstration Training and should be cross-referenced to Section 01 75 00 Starting and Adjusting, as well as other appropriate and applicable specification sections. The same is true for system performance evaluations and operation and maintenance. It is the General Contractor's responsibility to coordinate all demonstration and training sessions. The State of Tennessee requires that these sessions be video taped and that the tapes be submitted as part of the closeout documentation for the project. Many corporate clients are also following this trend.

Project Record Documents or As-Built are Contract Documents, annotated by the Contractor during the course of construction. The Contractor will annotate addenda, differing site conditions, detail modifications, and Change Orders on the documents in the affected locations. The Contractor's responsibility is to maintain these documents on a daily basis, though this is not always the case in reality. Some Owners are now typing monthly progress payments to the upkeep of the project record documents and will withhold funding pay applications until the records are updated.

Another current trend is that Owners are requesting As-Built documentation on computer disk as well as paper and or reproducible. There are no obvious advantages to this method of documentation. The Owner can modify the building after construction and more accurately keep up with the Owner-initiated and –executed modifications. Should there be an addition in the future, the computer documentation can facilitate the integration of the existing building with the proposed construction.

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The submission of incomplete, inaccurate, or simply incorrect record documentation can be extremely frustrating for contract administrator and costly for the Contractor. Frustrating for the contract administrator because there is typically adequate information in the Contract Documents to inform and advise the Contractor regarding what submittals are required for closeout and what their duties are regarding record document maintenance. This is costly for the Contractor because any revision beyond one is more than likely costing it money.

Owners are more often establishing the submittal, approval, and delivery of closeout documentation as a prerequisite to Final Payment. This is the standard operating procedure for the State of Tennessee. Many corporate clients are initiating this requirement as well. This is typically due to Owner experiences where the Contract was closed and the closeout documentation was found to be inadequate a period of time later when it became necessary to use the documents that were submitted. Design entities also play a major part in this scenario as it is their responsibility and contractual obligation to their client to review the submitted documentation and enforce requirements of the Contract

Third Closeout Activity: Financial and Legal Matters

The third closeout activity is the financial/legal component. Article 9.10.2 of the General Conditions states that neither final payment nor release of retainage shall become due until the Contractor has submitted:

An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner of the Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied.

A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

Consent of surety, if any, to final payment.

As required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

This same article goes on to indicate that if a subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If the lien remains unsatisfied after payments are made, the Contractor is directed to refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, including all reasonable legal fees.

For State of Tennessee projects, one year after the Contract has been closed; a warranty inspection is to be held. This requirement can be found in Specification Section 01700, a custom specification written by the State and supplied to architects. The reason for this inspection is for the Contractor become aware of any outstanding corrections needed pursuant to the one-year correction of work period. While this is not directly required in all Contract Documents for every project, I believe that its inclusion is good practice. This inspection keeps all parties to the design and construction contracts abreast of any outstanding issues and problems relative to the project and provides a forum for discussion and resolution. This inspection will also exemplify the degree to which the contractor has fulfilled his contractual obligations relative to its Warranty of the project.

Clear Specification Requirements Are Needed

The Contract Closeout process can be made infinitely easier if the Designer clearly spells out the requirements as outlined in Section 01 70 00 Execution Requirements. Closeout can be made easier if the Contractor reviews those requirements prior to submitting any closeout information. The Contractor has a duty and an obligation to review the material for completeness and accuracy before it is transmitted to the Designer for their review. The Designer has a duty and an obligation to enforce the requirements of the Contract to help ensure that the Owner receives a quality project with adequate and accurate product information in the form of Closeout Documentation.

Hans Dietrich Faulhaber, Architect, CSI, CDT ©2016

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Among the first things parents drum into their children's heads are the words *please* and *thank you*. Parents do such a good job that these words become automatic, and, to a great extent, they become white noise. If they are used automatically, without conscious thought, what good are they? Do they mean anything? Why do we insist children use them, even if they don't mean what they say?

Human interactions are more complex than they appear. Unlike the parts of well-oiled machines we often have trouble working with each other. Instead of smooth, machined gears, we are more like rough, unsynchronized cogs. Polished gears require only a touch of light oil for lubrication, but to function socially humans need thick grease, and a lot of it. This essential lubrication is provided by accepted norms, manners, and etiquette, a good part of which is provided by little words like *please* and *thank you*, and by other nearly involuntary responses. (The ticket agent says, "Have a good trip!" and your programmed response is "You too!")

The odd thing is, even though these common words and actions should have no meaning because they are reflexive, they are essential. Even when said without forethought, we hear them and respond to them.

Obviously, *please* and *thank you* serve different purposes. We use *please* when we want something, and we use *thank you* to acknowledge receipt or completion of something of value. The former softens the blow of a direct order, asking for voluntary cooperation, while the latter expresses gratitude for something already done. Both are useful and appreciated, but *thank you* appears to be more an option because you no longer need anything. Unfortunately, because it doesn't help fulfill an immediate need, *thank you* is more likely to be forgotten.

If you had to choose one or the other, *thank you* would be the one to keep. *Please* may prompt immediate action, but *thank you*, by giving value to what has been done, will encourage future cooperation. An added bonus is that *thank you* can cause the omission of *please* to be forgotten. In other words, you may be able to get away without *please*,

but you must never forget *thank you*.

This just happens to be a time when you have the opportunity to thank members who have made important contributions to our members. Each year, CSI at all levels presents awards to acknowledge the work of individuals and committees. Think about the members of your chapter and region; I'm sure you can identify at least one person who has made a significant effort to improve our organization. Before you do anything else, call that person and express your thanks! Then contact the chair of your awards committee (or any board member) and describe what this person has done.

In the future - starting *now!* - remember that awards are not earned just in the spring. Pay attention throughout the year to what other members are doing. Again, express your thanks personally, and then make sure your awards committee knows about it. And don't forget non-members!

[More information about Institute awards and honors.](#)
Hurry; submittals are due 6 May!

More thoughts about awards: Why have [Awards and honors?](#) How many awards should we have?

CSI Honors acknowledge those whose contributions are [Above and beyond...](#)

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[Agree? Disagree? Leave your comments at http://swspecificthoughts.blogspot.com/](http://swspecificthoughts.blogspot.com/)

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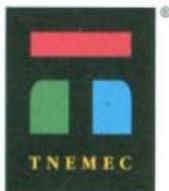
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