

Since 1957...



SAN DIEGO ROOFING CONTRACTORS ASSOCIATION

From the President...

Happy fall everyone. As we enter the beginning of winter very soon, I am hoping for tons of rain this year. I know California needs it and my phones do too.

Our 2018 Build-A-Roof is now complete, what a great project for a great charity. The integrated training was a big success and thank you to APOC!

Be on the lookout for a nice article regarding the Build-A-Roof in local publications as well as regional and national.

We have our upcoming Annual Meeting on November 14th, remember that each member company has one complimentary registration. You of course may send more, but the first is complimentary.

We have Safety Compliance Company speaking to us on November 14th on what's up the sleeve of OSHA for 2019. After the presentation we will be electing directors for a three year term to sit on the SDRCA Board of Directors. We are still accepting nominations, if you would like to serve, please let us know.

Eric Richardson, SDRCA President

Inside this Issue:

- Build-A-Roof Recap
- Safety Bulletin
- Ready to serve?
- Arbitration Clause?
- CERTA
- SDRCA Safety Specials

Upcoming Events

November 14th
 Annual Meeting
 OSHA Compliance
 Election of Directors

February 11 - 13
 International Roofing Expo
 Nashville, TN

The San Diego Roofing Contractors' Association (SDRCA) has been serving the Roofing Industry for over forty years.

Times, techniques and technology has changed, but the SDRCA Core Values, Code of Ethics, Mission and Vision Statement has not. The 2018 Board of Director Team is committed and dedicated to serving our members and this association with new education, resources, training and savings for the purpose of helping our members continue a tradition of profitability and professionalism in our industry.

It is the intent of this Association to establish and maintain professional standards and practices in the Roofing Industry through education and public awareness. Our members are committed to excellence and they use the benefits offered by the Association to help obtain this goal. The SDRCA encourages you to become fully aware of the potential problems of dealing with an unlicensed, uninsured roofer.

The SDRCA was formed in 1957 to preserve and promote the art of roofing application. SDRCA members recognize that after 60 years of innovation in roofing technology and application, the following goals are as meaningful and relevant today as they were yesterday and will be tomorrow.

The SDRCA remains a strong supporter of open competition and the free enterprise system; indeed, this competitive environment led to the success of its members. SDRCA members recognize that the perpetuation of such a healthy business environment is greatly influenced by their own professional conduct. The SDRCA supports the following practices, and encourages them in its members.

SDRCA Member Code of Ethics:

1. To conduct my business in an ethical manner, so that I will reflect credit and confidence by the public in our industry as well as my own business.
2. To consider my vocation worthy and dignified and thus affording a distinct opportunity to serve society.
3. To hold that the exchange of my goods and service for a fair profit is legitimate and ethical, provided all parties in the exchange are benefited.
4. To elevate the standards of my vocation by exercising a high degree of care in the execution of all work, and correct any defective work as a direct challenge to my ability and integrity.
5. To protect and defend the public from fraudulent and unethical practices affecting our industry.
6. To cooperate with the association in its effort to better conditions in the industry, so that public, management, capital and labor will all mutually benefit.
7. To operate my business in accordance with the rules and regulations of constituted authority at all levels and in a manner which will leave no doubt as to my loyalty to my country and its ideals and fundamental principals.

The SDRCA Mission Statement:

The mission of the San Diego Roofing Contractors' Association is to establish and maintain professional standards and practices in the roofing industry through education and public awareness.
Adopted January 1997

To elevate...To protect and defend...To cooperate...so that all benefit.

Roofs for Woofs: San Diego Roofing Contractors Association takes on *pro bono* roofing project to help Canine Companions for Independence

Even the most successful non-profit organizations can struggle to maintain the facilities on which their mission depends. This has been the case for the Southwest Region of Canine Companions for Independence, whose Oceanside facility has suffered increasingly serious roof leaks. But thanks to the *pro bono* Build-a-Roof program of the San Diego Roofing Contractors' Association (SDCRA), that leaky roof has been replaced with a watertight, brand new roofing system. The story behind this project illustrates the many levels on which such a project benefits everyone involved.

Canine Companions for Independence is a nonprofit organization that provides expertly-trained assistance dogs to children, adults and military veterans with disabilities. Established in 1975, Canine Companions has six training centers across the country, including two in California, one in Florida, Ohio, New York and Texas. Canine Companions is recognized worldwide for the excellence of its dogs, and the quality and longevity of the matches it makes between dogs and people. Although the price to raise, train and provide ongoing support for the dogs is estimated at \$50,000, they provide assistance dogs completely free of charge to recipients. Obviously, sustaining a program that provides such a high-value service at no-cost requires extreme prudence in managing assets.

The SDRCA was formed in 1957 to preserve and promote the art of roofing application. Its members recognize the universal importance of their trade, and how they can have a meaningful impact on the communities they serve. To that end, an annual tradition of the SDRCA is to select a charity or family in need of a new roofing system, and to provide such a system at no cost. Funds to support the work are provided through the donations of its own membership. In addition to funds, the donations include materials donated from SDRCA Manufacturer members and Supplier members, and labor donated by the Contractor members.

Another avenue by which the SDRCA gains support for its charitable work is its Annual SDCRA Golf Classic. In 2017, the SDRCA was introduced to Canine Companions as a candidate to receive some of the proceeds of its 51st Annual SDRCA Golf Classic. On the strength of its mission, Canine Companions was selected to receive a donation from funds raised at the Classic. But the relationship between these two organizations had only begun. While working with Canine Companions, the SDRCA discovered that Canine Companions had numerous roof leaks at their Oceanside facility

The Canine Companions facility consists of modular buildings which are attached to each other. This sort of construction can make it notoriously difficult to implement a watertight roofing system. But the SDRCA are experts in their field. Canine Companions was nominated for the SDRCA's Build-A-Roof Program (BAR). As part of the selection process, the SDRCA's BAR Committee Chairman, Gary Gilmore (SG Wholesale), researched the scope of the project. Next, the BAR Committee toured the Canine Companions facility and saw for themselves just how exceptional an organization the Canine Companions is. With pleasure, the Committee confirmed Canine Companions as the recipient of the BAR award.

CONTINUED

Roofs for Woofs: San Diego Roofing Contractors Association takes on *pro bono* roofing project to help Canine Companions for Independence

CONTINUED

Addressing the specialized needs of the facility's modular construction, the SDRCA chose a quality silicone roofing system. With that key decision made, SDRCA's members snapped to action. APOC, a premier manufacturer of roofing, construction and maintenance products and SDRCA Manufacturer member, donated the majority of the products needed for the new roofing system. Making the most of this opportunity, APOC incorporated silicone training for the SDRCA Contractor members working on the project. So, not only would Canine Companions receive a new roofing system at no cost, but SDRCA Contractor employees would also learn new skills.

The project began on Tuesday, August 28th with a thorough cleaning of the existing roof and extensive repairs. Next, SDRCA members applied APOC #583 Armor Base and polyester reinforcement. Those specialized materials were allowed to cure, after which the roof was sealed with the application of APOC #585 Armor Flex Silicone, a cutting edge formulation based on environmentally friendly, solvent-free polymers. The project was completed on Monday, September 10th.

The SDRCA is grateful to many for the contributions that converged to make this project a success: APOC generously donated materials and technical training led by John Athanasian, Mike Negrete and Dave Britton. Dan Dallenbach (Roofmaster) consulted on safety and also donated various key products. Premier Roofing of CA, Inc. (Sid Scott), RSI Roofing (David Susi), Eberhard Benton Roofing (Tiffany Suwa), Top Line Roofing (Wayne Sorensen), San Diego County Roofing (Troy Parrott), and Roofing Specialists of San Diego (Eric Richardson) all contributed the expert labor that made the project a reality.

With a roofing system valued at \$100,000, this project was one of the largest that SDRCA's Build-A-Roof program has ever tackled. On behalf of an organization as valuable to the community as Canine Companions, the project was a labor of love. From start to finish, the experience reminded everyone involved how community service not only produces a tangible outcome, but strengthens bonds between people and organizations to make true community itself the biggest winner of all.

SB 721 Building Standards: Decks & Balconies: Inspection

Approved by Governor Brown 9/17/18, an act to amend Section 1954 of the Civil Code, and to add Article 2.2 (commencing with Section 17973) to Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, relating to building standards.

This bill would require an inspection of exterior elevated elements and associated waterproofing elements, as defined, including decks and balconies, for buildings with 3 or more multifamily dwelling units by a licensed architect, licensed civil or structural engineer, a building contractor holding specified licenses, or an individual certified as a building inspector or building official, as specified.

The bill would require the inspections, including any necessary testing, to be completed by January 1, 2025, with certain exceptions, and would require subsequent inspections every 6 years, except as specified. The bill would require the inspection report to contain specified items and would require that a copy of the inspection report be presented to the owner of the building within 45 days of the completion of the inspection and would require copies of the reports to be maintained in the building owner's records for 2 inspection cycles, as specified. The bill would require that if the inspection reveals conditions that pose an immediate hazard to the safety of the occupants, the inspection report be delivered to the owner of the building within 15 days and emergency repairs be undertaken, as specified, with notice given to the local enforcement agency.

For the complete reading [click here.](#)

SDRCA Board of Directors

It is that time of year again when we start thinking about forming the Board of Directors for 2019. If you would like to serve on the SDRCA Board of Directors, please let us know.

We are in need of additional contractors to participate and fill the Executive positions on the Board. Per our bylaws, only contractors may serve as President, Vice President, Secretary, and Treasurer.

If you would like to nominate someone you feel would be an excellent addition to the SDRCA Board of Directors, we would love to hear from you.

Associate members are also requested to serve on the Board and fill the various committees. Serving is not too time consuming, your ideas and influence in the industry are much needed. We hope you consider serving.

How Do You Deal With Your Mechanic's Lien Claim When You Have An Arbitration Clause?

By Kenneth S. Grossbart Abdulaziz, Grossbart & Rudman

A recent California Court of Appeal case reminds us on how parties are to deal with their Mechanic's Lien claims and also reserve their rights to pursue the resolution of their claim in arbitration.

The case of *Von Becelaere Venturers, LLC v. Zenovic* addressed this very issue. Before I address the facts and holding of this case a brief reminder of a specific portion of the Mechanic's Lien law is warranted.

As most contractors are aware, a Mechanic's Lien is a constitutional right given to contractors and others who improve property. The Civil Code requires a contractor to file a Mechanic's Lien foreclosure action within 90 calendar days of the recording date of the Mechanic's Lien. Failure to file a lawsuit to foreclose upon the lien within the 90 calendar days will preclude the contractor from being able to seek foreclosure of the lien. The Mechanic's Lien is of such importance, that it would be irresponsible to lose that right. The problem comes with regard to a contract that has an arbitration clause. Many contractors include arbitration clauses in their contract because they would rather resolve the dispute through arbitration as opposed to litigation in the court system.

Because of the fact that it almost always takes more than 90 calendar days to commence your arbitration and complete your arbitration many contractors think that they have to give up their Mechanic's Lien rights in order to pursue arbitration. This is not true.

In the *Zenovic* case, the Court of Appeal gave a strict interpretation to *Code of Civil Procedure* §128.15. The Court of Appeal found that the contractor attempting to enforce its lien rights waives its rights to arbitration unless at the time of the filing of its complaint to foreclose on the Mechanic's Lien, the contractor either reserves its rights to compel arbitration and then does so within 30 days of the filing of the complaint or simultaneously to filing the complaint to foreclose on the Mechanic's Lien files a motion with the court asking the court to stay the Mechanic's Lien action and compel arbitration. In *Zenovic*, the contractor failed to follow these simple steps and as a result was unable to pursue its claim in arbitration.

In the *Zenovic* case, the Court of Appeal gave a strict interpretation to *Code of Civil Procedure* §128.15. The Court of Appeal found that the contractor attempting to enforce its lien rights waives its rights to arbitration unless at the time of the filing of its complaint to foreclose on the Mechanic's Lien, the contractor either reserves its rights to compel arbitration and then does so within 30 days of the filing of the complaint or simultaneously to filing the complaint to foreclose on the Mechanic's Lien files a motion with the court asking the court to stay the Mechanic's Lien action and compel arbitration. In *Zenovic*, the contractor failed to follow these simple steps and as a result was unable to pursue its claim in arbitration.

The *Zenovic* facts are common to many construction disputes. *Von Becelaere* entered into a construction contract with *Zenovic* to construct a single family home in the City of Laguna Beach. When *Zenovic* did not get paid for the work that they performed, *Zenovic* recorded a Mechanic's Lien for the money owed to *Zenovic*. Prior to the expiration of the 90 calendar days, *Von Becelaere* prepared and filed a construction defect complaint in San Diego County. *Zenovic* filed its own complaint in Orange County seeking to foreclose upon its Mechanic's Lien, among other causes of action. The *Zenovic* complaint did not include the simultaneous filing of a motion to compel arbitration nor the reservation language required by *Code of Civil Procedure* §1281.5. Approximately a month into the *Zenovic* lawsuit, *Zenovic* attempted to compel arbitration in the San Diego case filed by *Von Becelaere*. The trial court denied *Zenovic's* petition claiming that *Zenovic* waived the right to compel arbitration by failing to adhere to the requirements of §1281.5 when filing its Orange County action.

Continued Next Page

How Do You Deal With Your Mechanic's Lien Claim When You Have An Arbitration Clause?

By Kenneth S. Grossbart Abdulaziz, Grossbart & Rudman

Continued

Zenovic appealed the San Diego County ruling arguing that *Zenovic* did not waive its right to arbitration in the San Diego case because the San Diego case did not include a Mechanic's Lien action which *Zenovic* claims is the type of action that triggers §1281.5 and the requirement of either filing a petition to compel arbitration or reserving the rights to arbitration.

The Court of Appeal disagreed with the arguments in *Zenovic* stating in pertinent part that §1281.5(a) provides for a waiver of your arbitration rights of "any right of arbitration the person may have." The Court of Appeal concluded that *Zenovic* had a right of arbitration and the fact that they filed their Orange County lawsuit without petitioning the court or reserving their rights acted as a waiver of its right to arbitration.

The area of construction law can and often is a complicated area of law. When you start looking at Mechanic's Liens, Stop Notices, Bond Claims, it can become even more complicated. A Mechanic's Lien is a substantial right given to contractors. It provides contractors with the ability to have a pre judgment attachment and because all of these points and others, the law gives contractors a very short timetable within which to act upon their Mechanic's Lien. It is because of these points and others, that contractors and others who have Mechanic's Liens rights must act quickly and must follow the strict interpretation of the law.

[Download a PDF Copy of HOW DO YOU DEAL WITH YOUR MECHANIC'S LIEN CLAIM WHEN YOU HAVE AN ARBITRATION CLAUSE?](#)

Kenneth Grossbart is recognized as one of the foremost authorities in California construction law. Over the past 35 years, Ken has become a respected speaker on Mechanic's Liens and other construction related issues.

Abdulaziz, Grossbart & Rudman provides this information as a service to its friends & clients and it does not establish an attorney-client relationship with the reader. This document is of a general nature and is not a substitute for legal advice. Since laws change frequently, contact an attorney before using this information.

**Ken Grossbart can be reached at Abdulaziz, Grossbart & Rudman:
(818) 760-2000 or by E-Mail at ksg@agrlaw.com, or at www.agrlaw.com**

Certified Contractor Program

In order for our contractor members to achieve Certified status, they must meet the following criteria each calendar year.

A. Community Service – At least 2 community service projects must be performed annually, or, participate in the SDRCA Annual Build-A-Roof project.

B. Association Participation - Each member must attend at least half of the SDRCA Dinner Meetings held each calendar year.

C. Education - Each member must attend at least 4 industry educational programs, seminars, or trainings.

D. Safety - Each member must attend at least two (2) of the safety programs provided by the SDRCA, or, provide evidence of the member's safety program.

The SDRCA keeps attendance records for our Dinner Meetings so there is no need to submit the attendance to achieve item B.

If you participate in the SDRCA Build-A-Roof you do not need to submit any information to achieve item A.

Please submit any documentation on educational programs you or your employees have attended to achieve item C.

Please submit a brief summary of your safety program to achieve item D.

The SDRCA will provide you with professional quality glossy inserts for your bid packets or to use as you see fit. The inserts are designed to inform your potential customer of your commitment to the roofing industry, your commitment to best business practices, and your commitment to community service in San Diego.

If you have any questions, please contact the SDRCA office.

Thank You to the 2018 Advocate Sponsors

Diamond



Emerald



Pearl



The SDRCA wishes to Thank our contributing Sponsors. The ability to bring ongoing, valuable educational, social and professional benefits and training is dependent upon our sponsors. We look forward to the new sponsorships and training opportunities 2018 will bring our members.

2017 Board of Directors

Eric Richardson, President
Roofing Specialists of San Diego

JP McEvenue, Vice President
Semper Solaris

Troy Parrott, Sec/Tres.
San Diego County Roofing

Dennis Parra II, Director
Parra Building Consultants

Gary Gilmore, Director
SG Wholesale

Patricia Mosteller, Director
Pacific United Insurance

Cindy Molina, Director
RSI Roofing

Dawn Shaw, Director
Eagle Roofing Products

Dan Dallenbach, Director
Roofmaster Products

Jacob Synecky, Director
GAF

Fred Bouman, Immediate Past President
RSI Roofing

SDRCA Contact Information

PO Box 1328, Solana Beach, CA 92075
888-825-0621 Phone/Fax, ed@sdrca.com, www.SDRCA.com