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CONSTRUCTION CONTRACTS & CORONAVIRUS COMPLICATIONS

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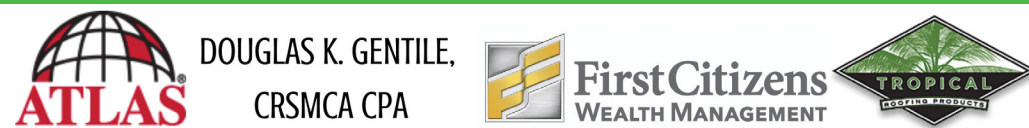
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Carolinas Contacts addresses issues and concerns of the roofing industry. Technology, test, and building codes are constantly changing, and such changes may not be reflected herein. All information is presented for the benefit of our readers and does not necessarily reflect the views of CRSMCA. Press releases and product information presented do not reflect all available materials. Before purchasing, installing, using, or recommending any product, system, or method, readers should make independent evaluations.

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THE CRSMCA MISSION STATEMENT

To promote and safeguard the common business interest of its members and to improve conditions by educating all persons concerning the roofing and sheet metal business and industry. To work for the development and progress of the roofing and sheet metal business industry and to work with individuals' organizations and governmental agencies toward the achievement of a stronger profession of the roofing and sheet metal industry.



Association **IN ACTION**

2020 is headed into the 4th quarter, and it could not happen fast enough. As we all reflect over how the year 2020 has affected us each individually and professionally, regionally, and nationally, I certainly hope we all end the year on a positive note. I hope that everyone's health continues to be good and remember the positive connections and bonds we have been able to make with our family, friends, co-workers and business partners.

To finish our 2020-year, CRSMCA is still offering Continuing Education classes to meet your 8-hours needed for renewal of your North Carolina Licensing Board of General Contractors license. Below are the dates as well as how you can register online for the classes.

October 16: NCLBGC Continuing Ed of-

ferred at CRSMCA (8 a.m. – 12:30 p.m.)

October 30: NCLBGC Continuing Ed offered at CRSMCA (8 a.m. – 12:30 p.m.) *registration is online ONLY at <https://crsmca.org/meetinginfo.php>

NRCA's premier legal conference will be hosting the 2020 Virtual Legal Conference on October 13–15. NRCA will provide nine legal, technical, and business education programs – three sessions each day! Speakers include Mark Graham [NRCA Vice President of Technical Services], Philip Siegel [Hendrick Phillips Salzman & Siegel], Trent Cotney [Cotney Construction Law] and more! For additional details and how to register, visit <https://www.nrca.net/legal/education/conference> Looking into 2021... CRSMCA is still planning the biggest event of the year. The Carolinas Mid-Winter Roofing Expo...

to be held January 19–21, 2021 at the Benton Convention Center in Winston-Salem, NC. For a an early review of the conference agenda and registration details, look further in this issue of the Carolinas Contacts magazine or visit <https://crsmca.org/meetinginfo.php?id=54&ts=1598976836>.

As always, if your company needs any form of training, please contact the CRSMCA office to discuss how CRSMCA can help your company stay safe and educated when on the job!

I hope everyone continues to stay safe and healthy! I look forward to seeing you all in the coming months. There is always growth and strength in numbers and opportunities to grow not only YOUR CRSMCA, but YOUR roofing industry! —Carla B. Sims, CRSMCA Executive Director

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NEWS in the Carolinas



EVENT UPDATES DUE TO COVID-19

CRSMCA 3rd Annual Spring Golf Tournament (Concord, NC) **NEW DATE!**
Thursday, October 22, 2020

NCLBGC Continuing Education Courses

- Friday, October 16, 2020
- Friday, October 30, 2020

*Registration for NCLBGC Continuing Education will be listed on the CRSMCA website at www.crszca.org

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Contact Josh Dernosek – 704.900.4676
– josh.dernosek@clburks.com

Requirements include:

- Work outdoors in all seasons
- Follow in-house and OSHA safety procedures
- Complete required daily paperwork such as work orders and timesheets, etc.
- Have a valid Driver's License, provide an MVR, and pass a DOT physical
- Required language is English, bilingual in Spanish is a plus
- Per state mandate, we E-verify all employees

Job Duties May Include:

- Conduct general inspections/scope of work for potential repairs/replacements
- Identify, locate, document, and advise on roof system deficiencies and issues
- Make emergency repairs when needed –including being available for weekend service calls
- Install, service, and perform high-quality approved exterior repairs

Job Type: Full-time



LEARN ABOUT THE CRSMC SELF-INSURERS FUND

Carolinas Roofing and Sheet Metal Contractors – Self-Insurers Fund is the oldest worker's Compensation group funded in the Carolinas and could be saving your company money! Members within

the CRSMC-SIF program are not just purchasing their workers compensation but investing into a program that brings additional value to their company through a commitment to ensure the safety of their employees. As a member/customer within the program, you participate in building a fund that is beneficial for all members/customers within the program, you could receive competitive rates within the insurance industry, and you could receive a return of interest determined by the CRSMC-SIF Trustees and other approved returns during the year. In the year 2018, the CRSMC-SIF returned more than \$1 MILLION DOLLARS to the CRSMC-SIF members!

Additionally, the CRSMC-SIF is large component of support for the CRSMCA through sponsoring the CRSMCA Annual Meeting/Summer Convention and attendance of Trustees at the event. **HAVE YOU CONSIDERED CRSMC-SIF FOR YOUR WORKERS COMPENSATION NEEDS?**



SC DEPARTMENT OF LABOR, LICENSING AND REGULATION/ SC OSHA

General Information

803-896-7665 askscosha@llr.sc.gov

OSHA's Office of Outreach and Education provides a variety of training programs and presentations designed to reduce or eliminate safety and health hazards in the workplace. Training is available to employers and employees of both the public and private sector upon request and may occur on-site (requiring participation of 12 or more employees).

General industry, health, and construction areas are covered in the training curriculum. Examples of training programs offered include:

- The OSHA Inspection Process
- Bloodborne Pathogens
- Lockout/Tagout (LOTO)
- Trenching/Excavation
- Hazard Communication
- Fall Protection (General Industry or Construction)
- Personal Protective Equipment
- Workplace Violations
- Scaffolding
- Confined Spaces
- Industrial Truck Safety Requirements
- OSHA Injury & Illness Record Keeping

To inquire for training, please visit <https://eservice.llr.sc.gov/OSHAOutreach/>.

WHAT IS THE CRSMCA MASTER INSTALLER CERTIFICATION?

The CRSMCA Roofing Academy Master Installer Certification Program is designed to promote safety issues and concerns in the application of the roof systems to prepare the employee for best practices in their job performance. It is intended for the use by anyone with an interest in these roof systems, from roofing workers to foremen to supervisors. It is a culmination of efforts by contractors, manufacturers, suppliers and others who are dedicated to promoting safety.

Enrolled students will learn and train the basics of roofing, in-



creasing their knowledge and skills to make them more valuable to their respective companies, as well as build future leaders in the roofing industry.

HOW CAN YOU GET INVOLVED?

The CRSMCA Roofing Academy Committee is always searching for instructors of the classroom material and the hands-on demonstration. View the class and hands-on courses in this issue. Should you wish to be an instructor, donate materials, and/or be a hands-on instructor; please contact the CRSMCA office at 704.556.1228 or cbsims@crsmca.org or the Committee Chairman, David Griffin, at dgriffin@coastalcommercialroofing.com.

NEWS in the Carolinas



NC DEPARTMENT OF LABOR/ OSH

Compliance Bureau Contacts

- Tim Childers | 336-776-4420
tim.childers@labor.nc.gov
- Phil Hooper | 919-779-8512
phil.hopper@labor.nc.gov

Training information, registration and training course and dates can be found at https://www.labor.communications.state.nc.us/OSHPublic/ETTA/class_reg-ist/calendar.cfm

TRAINING EVENTS

- Hazard Communication (webinar) October 2
- Complying with OSHA Construction Industry Standards (Raleigh) October 28
- Personal Protective Equipment – General Industry (webinar) November 3
- 10-Hour Construction Industry Awareness Course (virtual) November 17
- Complying with OSHA Construction Industry Standards (Raleigh) November 18



2021 IRE HAS BEEN RESCHEDULED...

After ongoing discussions with key stakeholders and with full support from NRCA, Informa, Dallas, has decided to reschedule the International Roofing Expo® from February to April 2021 amid the COVID-19 crisis.

Moving the IRE dates was a difficult decision; however, Informa and NRCA believe it was the right choice to ensure a safe, productive, relaxed environment for attendees. The IRE now will be held April 14-16 in the same location—the Mandalay Bay Convention Center in Las Vegas—and NRCA's 134th Annual Convention will be held April 12-16 in conjunction with the IRE. Exhibiting companies and attendees do not need to take any action regarding the new dates; everything automatically will transfer to April.

"We understand how important the International Roofing Expo is to the industry and the need to stay informed and connected," said Ray Giovine, group director for Informa Markets and the IRE. "There is a lot of effort that goes into preparation of events, so we wanted to provide our exhibitors, speakers, attendees and partners with ample notice to adjust plans."

Informa AllSecure will be adapted at the 2021 IRE in April; AllSecure is Informa's approach to ensuring the highest standards of safety, hygiene, cleanliness and quality for operating events.

Regarding hotel reservations, if you booked your room for IRE directly through the onPeak hotel registration link, your reservation already has been canceled, and you should have received a confirmation. If you did not receive a confirmation, please email ire@onpeak.com or call (855) 992-3353 or (312) 527-7300.

If you booked outside of the IRE show

room block or with another hotel, you will need to cancel your reservation and rebook for IRE's April dates; Informa encourages you to do so through onPeak, IRE's official provider.

Thank you for your understanding and support; Informa and NRCA look forward to seeing you in Las Vegas in April 2021.

Any updates will be posted on IRE's website as soon as they become available. For more information, please visit IRE's COVID-19 resource page.

If you have additional questions regarding Informa AllSecure, please contact Meggan Spehar, senior marketing manager for the IRE, at meggan.spehar@informa.com.

The **Roofing Alliance** is accepting nominations for two signature programs—the 2020-21 Gold Circle Awards Program and 2020-21 Most Valuable Player Awards. We also are asking the manufacturer and distributor communities to share details about these programs with their contractor customers and encourage them to participate.

The Gold Circle Awards Program recognizes Roofing Alliance and NRCA members for their outstanding contributions to the roofing industry. The significant contributions can be in one of two categories:

1. Outstanding workmanship and innovative solutions
2. Safety preparedness and performance

The deadline for nominations is Oct. 23.

The MVP Awards Program recognizes field and warehouse workers for their:

- Skill, expertise and contributions
- Heart; for their communities, families and friends who need support

The deadline for nominations is Nov. 20.

One of the MVP winners will be selected as Professional Roofing's Best of the Best, an elite recognition co-sponsored by Professional Roofing and OMG Roofing Products Inc.

If you have any questions, contact Jes-



NRCA will begin planning for Roofing Day in D.C. 2021, will be held on March 23-24, 2021, so please save these dates. Your registration fees for Roofing Day in D.C. 2020 will be rolled over and applied to Roofing Day in D.C. 2021. If you will be unable to attend in 2021, please contact NRCA's Washington, D.C., office at (800) 338-5765.

Please know this was a difficult decision, and NRCA is extremely disappointed Roofing Day in D.C. 2020 will not take place. However, it is clearly the correct decision at this time given the threat to the health and safety of participants and recent actions by government bodies. Your patience and understanding are greatly appreciated.

We look forward to seeing everyone at Roofing Day in D.C. 2021.

sica Priske, manager of the Roofing Alliance, at (800) 323-9545, ext. 7517, or jpriske@roofingalliance.net.

The Roofing Alliance and Arizona State University are excited to unveil A Study of the U.S. Roofing Industry and Its Workforce!

The roofing industry always has suffered from a lack of reliable workforce data available, making it ill-equipped to fully understand the magnitude of labor shortages and worker retention issues. But no more!

This new study reports on current roofing workforce demographics, including:

- Types of work
- Skilled and unskilled labor shortages
- Effects of labor shortages at national and regional scales
- Industry challenges and potential solutions

To order your copy, visit <https://industry.nrca.net/>

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NRCA is continuing their popular series of FREE WEBINARS on the third Thursday of each month. These new and innovative webinar topics and presenters have

been selected to expand your knowledge by giving you new ideas that you can implement into your company immediately. Each webinar offers a unique experience specifically tailored to roofing professionals. Don't miss out on these live opportunities to stay up to date with industry issues affecting your business.

For upcoming webinars and all previous webinar recordings, visit www.nrca.net/webinars.

UP AND DOWN EASTERN U.S.

- Virginia Association of Roofing Professionals, www.varoofingprofessionals.org
- Tennessee Association of Roofing Contractors, www.tarcroof.org
- Kentucky Roofing Contractors Association, www.krca.org
- Roofing & S/M Contractors Association of GA, www.rsmca.org
- Florida Roofing & Sheet Metal Association, www.floridarroof.com

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I DON'T HAVE A SIGNED CONTRACT. HOW DO I LIEN AND GET PAID?

Written by Alex Barthelet, *The Lien Zone* Published on August 12, 2020

You may be surprised, but you can still lien and get paid without a signed contract.

A contract is a meeting of the minds. Two parties agree in principal to certain key terms about what is expected of each of them. The lien law does not mandate that a contract be in writing, or signed, for it to be valid and enforceable.

The same law, however, requires that the owner have a contract with anyone who is a contractor. At the upper level of the construction process, a contractor is considered anyone with a direct contract with the owner. If a plumber has a direct contract with the owner, he is considered a contractor, even though the trade likely considers the plumber to be a subcontractor.

As long as the owner has some level of agreement with a contractor, the lien statute protects everyone in the construction chain. If a painter gets work and inadvertently transposes the digits on the address and paints at the wrong address, there are no lien rights because that owner didn't have a contract with that painter to do the work. Again, when the owner and contractor have a contract, everyone in the chain has lien rights.

While a written contract isn't mandated by the lien law, you should have one. If it's in writing, there is less to debate. You can point to a specific provision in the contract – price, scope, insurance needed, etc. – and avoid ambiguity and disputes. When a law firm is retained, it's usually to deal with things not in a contract. So a written contract could save you time and money in the long run.

Be sure to include these key contract provisions:

- **Scope.** What work you will perform, as well any exclusions – things you're not doing and are not including in your price.
- **Price.** How much you expect to be paid.
- **Payment terms.** When and how you expect to get paid. Be wary of pay-when-paid provisions that can hold up your payment based on issues that may not even relate to you.
- **Start date.** The intended day to start work or the triggering event that would initiate the work.

- **Completion date.** This could be a duration or a specific date.

Mandatory disclosures should also be on your radar in creating contracts. These are items required by law to be given to another party in order to have a valid contract. They often apply to a certain class of contractor, typically residential contractors but not subcontractors. Without these extra two to three pages in your contract, your right to lien may be in jeopardy. Mandatory disclosures can include:

- **Right of rescission.** If you are selling your services to a homeowner, federal law mandates that you provide two copies of the Right of Rescission Notice explaining they can cancel the contract within three business days.
- **Florida Lien Law.** A 12-point, capitalized, boldfaced font statement on the front page of your contract must disclose that not paying a contractor could result in a construction lien being placed on the property and potentially the sale of the property through foreclosure.
- **Construction defect.** If you have a contract with an owner, you're obligated to inform the owner that if there is a construction defect, Chapter 558 of Florida Statutes will come into play before any lawsuit to hopefully resolve such the claim.
- **Florida Homeowner's Construction Recovery Fund.** A paragraph should explain that payment may be available from this fund to offset a loss resulting from violations by a licensed contractor.

Even without a written contract, you must secure lien rights by following these guidelines:

- Send a notice to owner within 45 days of your first work or delivery of materials on project. Note that this must be received by 45th day, not just mailed.
- Record a claim of lien within 90 days of the last true work on the project.
- Serve a contractor's final affidavit to the owner at least five days before a suit is filed to enforce the lien.
- File any civil action no later than one year from recording the lien.

Every day that you are not collecting that debt is a day you jeopardize your ability to collect at all. If you have any form of contract, look to enforce it, including enforcing your lien rights.

COMMERCIAL REAL ESTATE: Financial Solutions for a Pandemic



Tower Capital is a Commercial Real Estate firm based in Charlotte with over 20 years of experience throughout the Carolinas. As a licensed broker in North Carolina and South Carolina, we assist our clients with many aspects of commercial real estate including sales, purchase, lease, and investments. We are experienced in all property types including industrial, office, retail, and land.

Commercial real estate has experienced many challenges and changing market conditions over the past few months. In particular, Covid-19 has been a major factor in the way businesses operate and it directly affects commercial real estate. That being said, we are helping clients answer the following questions: How can I reduce costs? How can I reduce exposure and move from fixed to more variable costs? How can I get cash in a meaningful way? What opportunities are out there right now?

At no other time has real estate had to be more creative than now. Here are some thoughts to consider as you may ask yourself these same questions.

RATES

Industrial properties have led all asset classes within commercial real estate for the previous 8 years and in doing so has produced record high prices. So, if you're looking in the market now prices appear

to still be high. What we are seeing is that price reductions and adjustments have yet to truly hit the market. The issue is transaction volume. The number of real estate transactions, across all asset classes, have slowed to a crawl. Transactions are important, as they provide comparable properties, and help the market to move freely based on supply and demand. With limited transactions, any price adjustments will be difficult to monitor. What the market requires is more transactions to help realign pricing and expectations, but with most businesses at a crawl, due to government mandated closures, this is a challenge. Clients that were looking to buy a property four months ago are now waiting, as with tenants eyeing more space to lease. However, in select situations and markets, rates have taken a meaningful hit. One example, any property vacant prior to Covid and which remains so, is particularly vulnerable to a rate reduction. As with any lease up, a landlord will factor a vacancy period in their investment model, however those with extended vacancy though Covid will begin to hurt.

SUB-LEASING

As one might expect, businesses are looking at subleasing either part or all of their space in order to keep up with rent payments. This has been a big shift as businesses realign by adopting

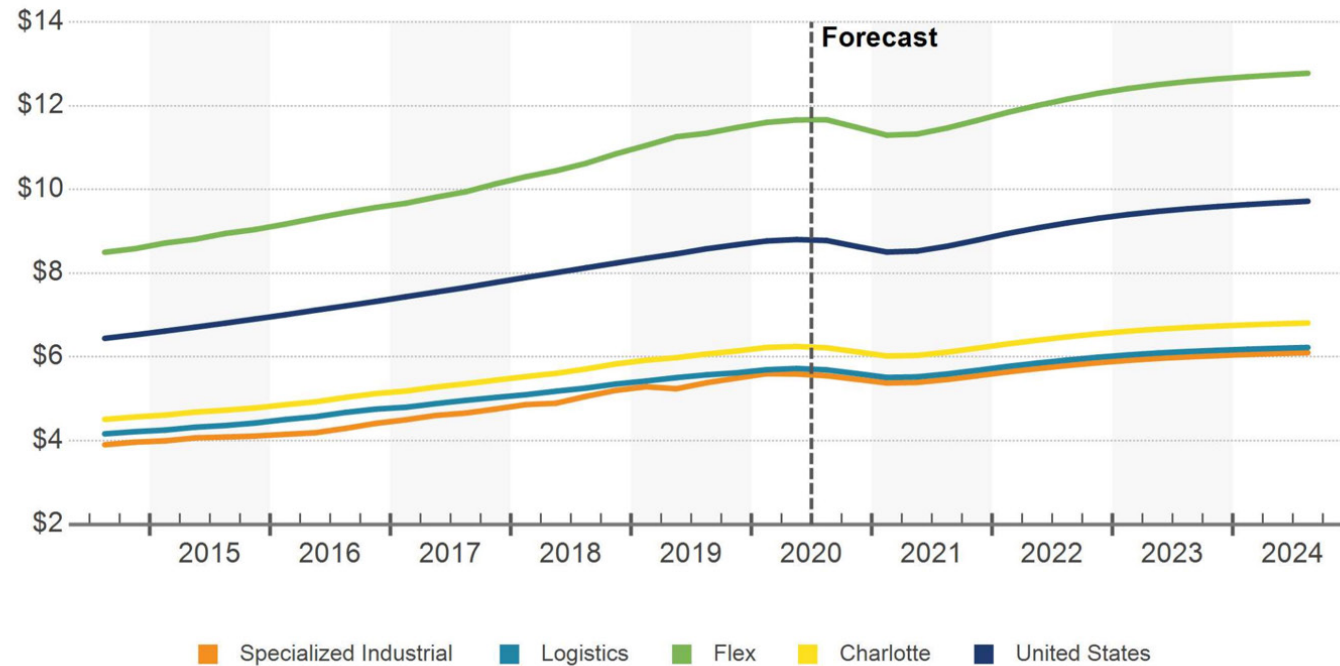
the work-from-home model as well as changing their footprint with lower inventory and reducing headcount. This trend is expected to continue as businesses change and revenues fall, at least for the short term. All things considered, subleasing is a helpful tool that can provide flexibility and cashflow to a business in the short term.

FURTHER OPPORTUNITIES

- As a property and business owner, a sale lease back could be a great option for those asking the cash question. There continues to be significant capital active in the market searching for assets to buy. Right now especially, investors are willing to pay a premium. With a sale and lease back the property owner can maximize the return on their property by liquidating in a still strong market at a high price. The sales price is further increased above property value to pay the seller a return on the stream of future rental income from the lease. Companies often do this to help with cashflow.
- A 1031 tax deferred exchange is a great way to defer taxes on capital gains from the sale of a property if the gains are reinvested into another like-kind property. Please talk with your accountant or tax advisor for further details. This is an excellent way to build wealth and is

Continued on page 12

MARKET RENT PER SQUARE FEET



Graph provided by CoStar; "Industrial Market Report" August 6, 2020

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Commercial, continued from page 11

also very helpful with taxes. We expect more investment opportunities to arise in the next 6-12 months as businesses either close their doors or look to sell and lease back.

Buying property for your business operations is another great way to build personal wealth as well as gain control over your business expenses and create tax benefits. It's an opportune time to borrow money as rates are low and there are many types of lenders. Please consult your accountant and tax advisor about the benefits and if this is right for you.

Thank you for your interest in Tower Capital, and if you have any questions please feel free to reach out to me directly at 704.564.6266 or mmielke@towercapitalinc.com, I would be glad to help. We understand that no two clients are the same and we welcome the opportunity to discuss commercial real estate on a personal level specifically around your needs.

We hope this information is helpful to you and your business.



REFLECTING ON TODAY'S ROOF COATINGS

Changes in coatings can be linked to environmental concerns and technical advancements

Written by John A. D'Annunzio

There has been a significant change in the use of roof coatings on commercial roof applications over the years. Material formulations and uses of roof coatings have changed gradually in the past two decades.

The initial roof coating applications were typically completed with aluminum coatings and their primary purpose was to prevent oxidation and ultra-violet degradation in smooth-surfaced built-up roofs and modified bitumen membranes.

ALUMINUM COATINGS

Aluminum roof coatings are comprised of asphalt petroleum solvents, aluminum pigments and chemical additives to ensure proper pigment distribution. The coatings can all be manufactured with oxidized asphalt cutbacks. These type of coatings fall under ASTM D2824-85 and were initially manufactured in three classifications:

- Type I: Non-fibered
- Type II: Fibered, contains asbestos fiber
- Type III: Fibered, but contains no asbestos fiber

These types of coatings are typically silver in color. Aluminum coatings are economical coatings that can be applied over smooth surface BUR or modified bitumen roof systems. Higher-grade materials can restore new life to older systems, particularly dried-out asphalt roof surfaces. Reflection rates of these products helped reduce thermal shock by resistance of the ultraviolet rays.

In the mid-1990s the Energy Star Program was developed, which impacted roof materials by requiring all low-slope roof

systems to have a reflectivity rate of 65-70 percent after three years of application. The only way for most membranes to achieve this rating was with the application of a top coating. The coatings were applied at a minimal rate to provide a film surface to act as a barrier against the sun's ultraviolet rays. Selections of coatings were made based on their "Cool Roof Rating."

Recent advancements in coating material technology has increased the uses for roof coatings in the commercial market. Today, coatings are manufactured as monolithic, fully adhered, elastomeric materials. Coatings are now used to restore existing roof systems by acting as a surfacing which shields the membrane from erosion caused by rain, snow, sleet, and hail and to reflect ultra-violet radiation. Coatings have been documented to expand the service life of existing roofs, improve a building's energy efficiency, resist degradation from chemical attack and ultra-violet radiation, and eliminate the formation of small cracks associated with these degenerative conditions.

Not all coatings are acceptable of compatible on all roof surfaces. Also, proper preparation should be completed in accordance with the roof coating manufacturer's requirements prior to application. As with all liquids and adhesives in the roofing industry, proper on-site material storage is important and all of these products have a specified shelf life.

ACRYLIC COATINGS

Acrylic coatings were originally developed to provide ultra-violet protection for spray polyurethane foam applications. These types of coatings are now used across a variety of roof mem-

brane surfaces, including single-ply membranes and metal systems. Acrylic based materials provide excellent resistance to radiation and hail damage and have the inherent flexibility required to withstand dimensional instability of most roof membrane surfaces. Some studies have indicated that properly formulated acrylic coatings can reduce surface temperature as much as 20 degrees F when exposed to direct sunlight at 85F.

Acrylic coatings should not be applied in freezing temperatures or when precipitation (rain, snow, ice, dew) may occur within a specified period from application. Cure time of these products is highly weather dependent and cold weather or high humidity will impede curing. Ideal curing takes place with warm weather and low humidity.

Acrylic coatings are economical, provide excellent reflectivity, and are easy to work with. However, they lose mil-thickness from weathering, require application in ambient temperature of above 50F, and they cannot withstand ponding water.

Several acrylic coating manufacturers now offer instant-set materials. This reduces the cure time of the acrylic coating to a few minutes, eliminating the possibility of coating run-off if there is precipitation directly after application.

SILICONE COATINGS

Silicone coatings are manufactured with a high solids dispersion of 100 percent silicone. It is a highly elastic material that provides excellent adhesion to the existing surface. Silicones provide excellent weather resistance and rarely become hard or brittle. In the last decade silicone coatings have gained market share on the commercial roof market. The rise in applications is primarily due to the material's ability to withstand long-term exposure to ponding water. Silicone coatings also provide excellent ultra-violet protection in extreme temperatures, harsh environments and resistance of oxidation. Silicone is available in a variety of colors and provides high-reflectivity and emissivity ratings.

POLYURETHANE COATINGS

Polyurethane coatings were initially developed to be applied over sprayed-in-place foam roofs. They are now used as coating applications over a variety of existing roof membranes. There are two types of polyurethane roof coatings: aromatic and aliphatic. These types of materials are typically used in combination of base coat and topcoat. The aromatic coating is used as a base coat material because it is durable but does not offer high UV resistance. The aliphatic coating is used as a top surface because it is UV stable, stays clean and holds color longer than other coatings.

Cost is always a determining factor in material selection. The specific material requirements to take into account should be coverage per gallon, cure time, whether multiple coats are required, whether primer is required, the mil-thickness required for warranties, and loss of mil-thickness over time.

STANDARD COATING APPLICATION REQUIREMENTS

No matter which type of coating is applied, there are standard best practices for proper applications.

The most important criteria of a coating application is adhesion to the substrate. To achieve full bonding of the coating, the surface must be properly prepared. Preparation requirements are contingent upon the type of surface over which the coating is being applied and the area of the applied surface.

The surface must be clean and free of all moisture, contaminants, debris, oils and loose particles. Surface contaminants create impediments to the coating adhesion, resulting in disbondment or peeling of the coating. The coating manufacturer should be consulted prior to surface preparation to determine what cleaning methods are acceptable, whether a primer is required and which primers are acceptable.

The initial step in the coating application

process is to properly mix the coating prior to – and during – the coating application. Pigments and chemicals used in manufacturing of the coating settle during storage of the coating. Properly mixing the coating allows for uniform color and optimum reflectivity.

The coatings are manufactured with special formulations to achieve optimum performance. The addition of thinners can contribute to premature failures or

shortened service life. Thinning the coating may also decrease the final film thickness, leading to improper weathering.

The coatings should be applied in accordance with the manufacturer's temperature constraints and coverage rates. The manufacturers have tested their products and know the optimum performance rates. Too much coating or too little coating will result in poor performance or premature failure.

About the Author

John A. D'Annunzio is President of Paragon Roofing Technology, Inc., a construction engineering firm he founded in 1989. He is the Director Emeritus for Building Enclosure and a Technical Columnist for Roofing Contractor. He has published more than 100 articles and has written four books on building exterior issues. For more information, visit www.paragon-roofingtech.com.

Choose the Proper Roof Coating:

There are a plethora of roof coating materials and manufacturers on the U.S. commercial roofing market. All of the coatings have specific benefits and disadvantages associated with application over specific roof materials and systems. No one coating may be suitable for all applications. It is a best practice to determine the roof coating required for each specific project based on the condition of the existing roof system, age of the existing roof materials, type of roof materials/system in place, and if there is continual presence of ponding water over roof system. The surfacing applied over the existing roof material is also an important criterion; generally speaking, the application of roof coatings over aggregate surfaced membranes do not provide long-term restoration.

The anticipated life-extension time-period will also be a key factor in the determination process. Is this to be a short-term repair or is it expected to be a long-term restoration? It is in the contractor's best interest to have the Owner's expectations in writing so that there are no misunderstandings of expected performance if and when problems arise.

The roofing contractor should complete due diligence in determining the proper coatings based on their specific project/program requirements. Discuss the available coating options, as well as proper uses and performance, with manufacturers and other contractors.

2. Properly Train Personnel:

The successful performance of all roof coatings is based on two factors: 1) proper preparation and 2) proper application. If there are shortcomings in either one of these areas, the roof coating will fail to provide performance for its anticipated service life.

Roof coating application can be completed with less labor and at elevated performance rates than most conventional roof material applications. However, the applicators must be properly skilled in the application procedure to realize these benefits. Most roof coating performance failures are due to improper preparation and/or improper application completed by unskilled applicators.

Best practice is to professionally train a roof coating crew in the three elements of successful roof coating applications: repairs, preparation, and application. Most successful roof coating applicators form service and maintenance crews with a combination of highly skilled roof repair technicians and proficient coating applicators, as these are separate skillsets. Take advantage of the roof coating manufacturer's training, evaluation, and on-site technical assistance services to ensure that proper preparation and application methods are followed.

Once a skilled crew for roof coating application is established, take all efforts to employ the same personnel for the long term.

3. Roof Coating Application Uses:

Once the proper roof coatings are determined for use and the service/maintenance crew is skilled in preparation and application methods, the use of roof coatings can be an integral component of the service and maintenance program. Evaluate all roof repair/service projects to determine opportunities for use of roof coatings to extend the service life of the existing roof system.

- Roof coatings can extend roof system service life of all types of roof materials at the following locations:
- Membrane: Provide surface protection and add mil thickness.
- Best practice: Apply roof coating over all flashing seams for long-term life extension.
- Flashings: Provide surface protection and add mil thickness.
- Best practice: Apply roof coating over all flashing locations for long-term life extension.
- Accessories: Provide surface protection at base of components.
- Best Practice: Apply roof coating over base components for long-term life extension.

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Written by Josh Dernosek, Aldo Products Company, Inc.

We all have very distinct preferences when it comes to our choices. Generally, when a decision is made it because of a personal conviction for one option over another.

Every day we go through life making these choices, Mayonnaise or mustard? Ford or Chevy? Nike or Under Armour? LeBron or Michael? Sometimes the choice can be easy, but most times the decision is influenced by our immediate surroundings.

This is particularly true with roof coatings, and preferences of chemistry for roof restoration and repair. As the roofing industry continues the evolution of liquid applied options being more accepted and prevalent, it stands to reason there will be more frequent arguments as to which is better, acrylic or silicone?

Over the years, acrylic coatings have been a staple in the roof coating industry. With formulation originating in Germany, it is a system that has stood the test of time. Because of the water borne features, acrylics are typically more cost effective and better for the environment than the solvent based counterparts. When applied to a sloped roof, a good acrylic coating will last throughout the manufacturer's warranty and will, typically, be eligible for a recoat to extend the life for another defined term.

While white is the preferred color to maximize reflectivity, acrylics hold color better than any other chemistry. If and when a custom colored roof is necessary for architectural or aesthetic requirements, acrylic is the best option because of its proven ability to hold the color stable over time.

Before I get ahead of myself, the use of acrylic coatings on a low-slope roof where ponding water as the opportunity to accumulate is not advised. Acrylic, water-based coatings, break down under ponding water over time because the coating can re-emulsify. If it rains of ten, and ponding areas remain, these areas eventually will fail. Solvent-based systems are a solid solution for low-slope application.

If there is one coating chemistry that has commoditized the industry it would be acrylics because of the relative ease in which acrylic coatings can be manufactured. Years ago, a surplus was

created in the market and in turn a lot of untrained contractors were applying water-based products into situations where breakdown was imminent. These failures can be attributed to some of the negative impressions that coatings have been received over time and emphasize why choosing the proper coating is of the utmost importance when planning your roof project. Many manufacturers will not offer a warranty in ponding situations with acrylic coatings, on the other hand there often are not exclusions when it comes to silicone.

Originally used as a water proofing agent over SPF, silicone has increased in popularity as applicators have become more educated on its capabilities as a stand-alone product. Typically, silicone is available in one of two varieties based on solids by volume. A low solid version (67 percent) can often be paired with a urethane for a coating system, but the most popular trend in the coating industry today is the use of a High Solid (HS) silicone (over 90 percent solid content). Because it is a solvent-based product, silicone is not nearly as easy to compound and the majority of the silicone coating brands on the market today are manufactured by less than 10 companies.

The application of HS Silicone has been particularly attractive due to its strong adhesion to most substrates, durability to advanced weathering, and high solid content (allowing greater OFT). While it is true that HS silicones can produce more millage in a single pass, it is always recommended that a contractor make multiple passes on a roof to ensure uniformity in the coating across the entire field. The hydrophobic attributes (ability to withstand water) are what make silicone coating less susceptible to wear over time as it's acrylic counterpart, however this is also why silicone can become very slippery when it is wet or even damp. So slick, in fact, that it could be come an unwanted liability that nobody in the value chain (building owner, contractor or manufacturer) would want to assume if an accident did occur, furthering the importance of specifying the correct coating for the roof on which it is being applied.

When it comes to making the decision of acrylic vs silicone, simply stated, the argument has been overblown. It shouldn't be a matter of acrylic or silicone, it should be a matter of acrylic AND silicone because both have a place in the roofing industry. While I would never suggest an acrylic coating on a low-slope roof due to the inevitability of failure, I also advise against silicone coatings for sloped roof application because of the hazards they may cause when damp or wet. For professional contractors, pigeonholing the wrong system to sell more product should be frowned upon the answer to the coating question should be determined by what is best for the roof that is being restored.

Josh Dernosek has been with Aldo Products for two and a half years in a sales/business development and marketing role. Josh is based in the greater Charlotte area and manages a Southeastern territory for the company. After several successful years in the hospitality industry, Josh has fully immersed himself in the thriving coatings industry to become an industry steward. Josh has a degree in Communications from Appalachian State University.

CAROLINAS MID-WINTER ROOFING EXPO TENTATIVE CONFERENCE AGENDA

TWIN CITY QUARTER | BENTON CONVENTION CENTER
301 W. 5th Street | Winston-Salem, NC 27101

TUESDAY, JANUARY 19, 2021

7:00 a.m.–4:00 p.m.
CRSMCA Master Installer Certification Class

8:00 a.m.–5:00 p.m.
Exhibitor Setup

9:00 a.m.–11:00 a.m.
CRSMCA Associate Group Liaisons Meeting

11:00 a.m.–6:30 p.m.
REGISTRATION DESK OPEN

11:30 a.m.–1:30 p.m.
CRSMCA Executive Committee Meeting

2:00 p.m.–5:00 p.m.

CRSMCA Board of Directors & Associate Liaisons Meeting

5:30 p.m.–6:30 p.m.
EXHIBITOR'S WELCOME RECEPTION |
Open Play for Ping-Pong Tournament

WEDNESDAY, JANUARY 20, 2021

7:30 a.m.–5:00 p.m.
REGISTRATION DESK OPEN

8:00 a.m.–4:00 p.m.
OSHA TRAINING

8:45 a.m.–9:00 a.m.
Welcome Announcements from Convention Expo Chairman & CRSMCA Business Session

9:00 a.m.–10:00 a.m.
EDUCATION SESSION

10:00–11:00 a.m.
COMMERCIAL: EDUCATION SESSION 1

RESIDENTIAL: EDUCATION SESSION 2

11:00 a.m.–6:30 p.m.
EXHIBIT HALL OPEN

11:30 a.m.–1:00 p.m.
LUNCH IN ATRIUM

1:00–2:00 p.m.
COMMERCIAL: EDUCATION SESSION 1

RESIDENTIAL: EDUCATION SESSION 2

2:00–5:00 p.m.
CASH BAR OPEN |
PING-PONG TOURNAMENT

3:00–4:00 p.m.
Exhibitor Demonstrations

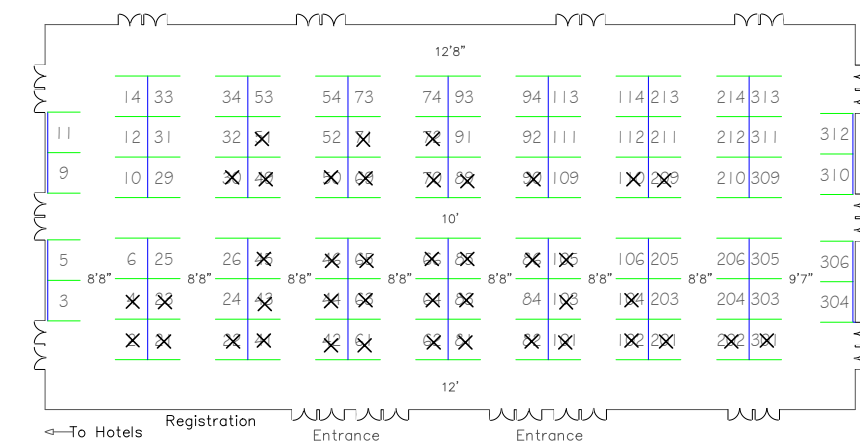
5:30–7:00 p.m.
NETWORKING RECEPTION

THURSDAY, JANUARY 21, 2021

7:30–10:00 a.m.
REGISTRATION DESK OPEN

7:30 a.m.–12:00 p.m.
Exhibitor Dismantle/Move-Out

8:30–9:00 a.m.
CRSMCA Associate Group/
Exhibitors Pre-Selection Meeting



EXHIBITORS LIST

Organization	Booth Selection
ABC Supply Company, Inc.	42, 44, 46, 61, 63, 65
Dunn & Abee, Inc.	62, 64, 81, 83
Pro-Active Sales & Marketing	102, 201, 202, 301
R.K. Hydro-Vac, Inc.	50, 69
GAF Materials Corporation	22, 41
Premier Building Products, Inc.	43, 45
Beacon Roofing Supply	82, 101
W.R. Walsh, Inc.	2, 4
Roofing Tools & Equipment	110, 209
Petersen Aluminum Corporation	104
A.C.T. Metal Deck Supply	90
Epilay	89

Organization	Booth Selection
Mule-Hide Products Co., Inc.	66
NBHandy Company	103
AssuredPartners NL	70
Mid-States Asphalt	49
Royal Adhesives & Sealants	72
APOC	51
Tropical Roofing Products	85
Sika - Sarnafil	21, 23
D.I. Roof Seamers	30
Verisco Roofing Systems	105
Aletheia Digital	86
Johns Manville	71

CAROLINAS MID-WINTER ROOFING EXPO EXHIBITOR BOOTH & ATTENDANTS CONTRACT / REGISTRATION FORM

JANUARY 19-21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

**For each booth purchased, exhibitors will receive two (2) complimentary contractor company passes for trade show entrance for customer/clients... confirmation and contractor passes will be emailed to the contact provided. Please be sure contact information is accurate!*

Company Name _____ Contact Name _____

Company Address _____ City _____ State _____ Zip Code _____

Phone _____ *Email for confirmation _____

SELECT MEMBER TYPE:

- CRSMCA** Booth Price (1) \$900 Purchase includes 2 *COMPLIMENTARY* Booth Attendees
Each additional \$500 each (*no complimentary attendees included*)
- Non-Member** Booth Price (1) \$1500 Purchase includes 2 *COMPLIMENTARY* Booth Attendees
Each Additional \$650 each (*no complimentary attendees included*)

PLEASE REVIEW THE RULES AND REGULATIONS, FORWARD YOUR ACKNOWLEDGMENT TO CRSMCA

BOOTH SELECTION(S): (1) _____ (2) _____ (3) _____

Please Register the Following Attendants: **TOTAL BOOTH COST:**
 FIRST TIME EXHIBITOR **-\$50.00**

- | | |
|--|--|
| 1. _____
NAME (<i>COMPLIMENTARY</i>) CITY, ST | 2. _____
NAME (<i>COMPLIMENTARY</i>) CITY, ST |
| 3. _____
NAME (<i>\$95.00</i>) CITY, ST | 4. _____
NAME (<i>\$95.00</i>) CITY, ST |
| 5. _____
NAME (<i>\$95.00</i>) CITY, ST | 6. _____
NAME (<i>\$95.00</i>) CITY, ST |
| 7. _____
NAME (<i>\$95.00</i>) CITY, ST | 8. _____
NAME (<i>\$95.00</i>) CITY, ST |

TOTAL ATTENDANTS COST: _____

FINAL TOTAL: _____

PAYMENT INFORMATION: Check Enclosed MasterCard/VISA American Express

Credit Card Number _____ Expiration Date _____ CVV Code _____

Name on Card _____ Signature _____

FOR OFFICE USE ONLY:
Date Received _____
Date Entered _____
Entered By _____

PLEASE RETURN FORM WITH REGISTRATION FEES TO:
CRSMCA
PO BOX 7643
CHARLOTTE, NC 28241-7643
EMAIL TO: cbsims@crsmca.org

CANCELLATIONS MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE CRSMCA OFFICE BY DECEMBER 1, 2020. A 50% CANCELLATION FEE WILL BE APPLIED TO THE REFUND.

CRSMCA WILL **NOT** GRANT ANY REFUNDS AFTER DECEMBER 1, 2020.

CAROLINAS MID-WINTER ROOFING EXPO BOOTH DESCRIPTION / CERTIFICATE OF INSURANCE REQUEST / HOTEL

JANUARY 19-21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

CRSMCA will place your **BOOTH DESCRIPTION** in the CRSMCA *Carolinas Contacts* Magazine and the Carolinas Mid-Winter Roofing Expo Program. Please limit your information to 50 words or less, of what your company will exhibit/display for the attendees of the Carolinas Mid-Winter Roofing Expo. **Please return this to CRSMCA by December 15, 2020 via mail OR email.**

It shall be the responsibility of each exhibitor to maintain **Commercial General Liability and Blanket Contractual Liability Insurance**. The limits for bodily injury and property damage combined shall be at least \$1,000,000. Certificates of Insurance stating such limits shall also provide that the policy may not be cancelled without 15 days advance written notice to the Carolinas Roofing and Sheet Metal Contractors Association, Inc. All property of the exhibitor is understood to remain in his custody and control, in transit to and from, the confines of the hall, subject to the rules and regulations of the exhibition. **Exhibiting companies must provide a Certificate of Insurance evidencing the required insurance coverage.** This coverage must be in effect January 19, 2021 through and including the final move-out date of January 21, 2021. Your company name must appear on the Certificate of Insurance as it is registered with the Association. Please forward this requirement to your insurance company.

You may forward Certificates of Insurance to the following address:

Carolinas Roofing and Sheet Metal Contractors Association, Inc.
PO Box 7643
Charlotte, NC 28241-7643



Host Hotels:

Group rates will be available until **December 21, 2020** or until the room block is sold out, be sure to book early!

BOOKING ONLINE: Visit CRSMCA website!

Use Group Code: Mid-Winter Roofing Expo

Marriott [425 N. Cherry Street, Winston-Salem, NC 27101]
Rate: \$184+tax per night Phone: 800.320.0934

Embassy Suites [460 N. Cherry Street, Winston-Salem, NC 27101]
Rate: \$194-\$204+tax per night Phone: 800.696.6107

CAROLINAS MID-WINTER ROOFING EXPO. RULES & REGULATIONS

JANUARY 19–21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

1. INSURANCE:

It shall be the responsibility of each exhibitor to maintain Commercial General Liability Insurance. The Limits for bodily injury and property damage combined shall be at least \$1,000,000. Certificates of Insurance stating such limits shall also provide that the policy may not be cancelled without 15 days advance written notice to CRSMCA and must be in effect starting with the first move-in day of the show through the last move-out day of the show. All property of the exhibitor is understood to remain under his/her custody and control, in transit to/and from the confines of the Benton Convention Center, subject to the rules and regulations of the exposition. **Certificate of Insurance must be sent to the CRSMCA office by Dec 15, 2020.**

2. EXHIBITORS MEETING:

There will be an Exhibitors Meeting for a lottery of the 2020 Booths on **Thursday, January 21, 2021**, time and location will be published in the program.

Exhibitors must be present to make selection.

3. LIABILITY:

The Exhibitor agrees to protect, save and keep the CRSMCA and the Benton Convention Center and their representatives, employees and agents forever harmless from any and all damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor or the representatives, agents or those persons acting under the express or implied authority of the Exhibitor. The Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of his/her property, employees, agents, and guests. The CRSMCA and Benton Convention Center, any officer, agent or employee thereof will not be liable for any loss, damage or destruction of Exhibitors property by accident or any other cause by the Exhibitor, its agents, representatives, or employees. The Exhibitor will indemnify and hold harmless the CRSMCA and the Benton Convention Center, their members, directors, officers, agents, representatives and employees against any and all liability whatsoever arising from any or all damage to property or personal injury or loss caused by the Exhibitor, its agents, representatives, employees, or any other such persons.

4. FIRE AND SAFETY REGULATIONS:

Fire regulations require that all display materials be fire retardant. Combustible materials are not permitted to be stored in or around exhibit spaces. Automobiles, trucks, tractors, machinery, and other vehicles that use sealed and battery cables shall be disconnected from the ignition system. Electrical signs and equipment must be wired to meet the specification of the local Code. Prefab exhibits shall have inspection access panels to inspect electrical wiring. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire protection, and public safety while participating in the exhibit. Compliance with such laws is mandatory for all exhibitors and the sole responsibility shall be that of the exhibitor.

5. BOOTH ASSIGNMENTS:

Booth assignments will be confirmed and advertised only when the deposit/full payment is received along with a signed contract. **Full payment is due by Nov 30, 2020.** Please note that membership dues & assessments **must be paid** before booth space is confirmed.

CRSMCA MEMBERSHIP DUES MUST BE CURRENT AND IN GOOD STANDING OR NONMEMBER RATES WILL APPLY!

Preferred booth location is granted when possible. The committee reserves the right to relocate a booth if necessary.

6. BOOTH RATE & CANCELLATION POLICY:

2021 Booth prices for CRSMCA members are \$900 for one booth and up to two attendees. An additional booth is \$500 each and an additional attendee is \$95 each. Non-Member booth price is \$1,500 each and an attendee is \$95 each. **No permanent space assignments will be made until DEPOSIT/FULL payment and signed contract is received by the CRSMCA office (full payment is due by Nov 30, 2020.)** Cancellations must be received in writing and received prior to December 1, 2020. A 50% cancellation fee will apply for booth(s) and/or attendee(s). **No** booth or attendee refunds will be issued after December 1, 2020.

CRSMCA makes no representation to any exhibitor on the quality or quantity of visitations that the company may expect at the Carolinas Mid-Winter Roofing Expo.

7. EXHIBIT HALL PASSES:

Exhibit Hall passes **will not** be available to Vendors. The Exhibit Hall passes will be for Contractor employees, Architects, Engineers, etc.

8. DRAYAGE & FREIGHT HANDLING:

Freight sheet information is to be supplied to exhibitors by Hollins Exposition & Event Services: 336.315.5225

9. BOOTH SPACE INCLUSIONS:

The 10' x 10' booth space will include 8' high back drapes and 3' high side drapes, one 2' x 8' skirted table, two chairs, one wastebasket, one 7" x 44" identification sign ("island booths" will receive a 22" x 28" sign on easel). All isles and booths will be carpeted at no charge to the exhibitor.

10. INSTALLATION OF EXHIBITS:

Installation of exhibits may begin at 8:00 a.m. on Tuesday, January 19, 2021, and must be completed no later than 5:00 p.m. that day. The Exhibitor may forfeit space not occupied by 5:00 p.m. on Tuesday, January 19, 2021, and this space may be resold, reassigned, or used by the Committee. **PLEASE NOTE THAT IF YOU ARRIVE AFTER 5:00 P.M. ON INSTALLATION DAY, YOUR BOOTH SPACE WILL NOT BE GUARANTEED.** Exhibits must be constructed so as not to obstruct the general view of adjoining booths. **AISLES CANNOT BE SPLIT.**

11. SOUND DEVICES:

The use of sound devices, megaphones, loudspeakers or undignified methods of attracting attention is prohibited.

12. DISMANTLING AND REMOVAL OF DISPLAYS:

The dismantling period begins at 8:00 a.m. Thursday, January 21, 2021, and continues until 5:00 p.m. Thursday, January 21, 2021. The Exhibitor authorizes the Benton Convention Center to remove, at the Exhibitors expense, any material in the exhibit area belonging to said Exhibitor after 5:00 p.m. Thursday, January 21, 2021.

PLEASE CONTACT THE CRSMCA SHOULD YOU NEED TO DISMANTLE PRIOR TO 8:00am, THURSDAY, JANUARY 21, 2021!

13. SECURITY:

Security personnel will be on duty, but the presence of such personnel shall not be deemed to increase the liability of CRSMCA, its members, representatives or official service contractors, employees or the Benton Convention Center, its representatives and employees.

14. PROHIBITIONS:

Aisle space may **NOT** be used for exhibit purpose, displays or signs, solicitation or distribution of cards, circulars, samples or other promotional materials. Absolutely no alcoholic beverages will be served by the exhibitors at their booths.

15. EXHIBITORS AND PUBLIC POLICY:

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, public safety, while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of that exhibitor.

16. EXHIBITOR CONDUCT:

Distribution by the exhibitor of any printed matter, souvenirs, or other articles must be confined to the space assigned. If an exhibitor engages in on-location transactions, the exhibitor will be responsible for complying with all Federal, State, and local laws that may pertain to such sales.

17. AMENDMENT TO REGULATIONS:

All matters and questions not covered by these regulations are subject to the decision of the CRSMCA Mid-Winter Roofing Expo Committee who sole authority shall have to promulgate, interpret and enforce all rules and regulations, and to make any amendments necessary for the orderly conduct of the Carolinas Mid-Winter Roofing Expo.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Phone: 704.556.1228

Carla Sims, CRSMCA Executive Director, ext 402
cbsims@crsmca.org

Karin Barahona, CRSMCA Assistant, ext 403
staff@crsmca.org

CAROLINAS MID-WINTER ROOFING EXPO ACKNOWLEDGEMENT OF RECEIPT & UNDERSTANDING

JANUARY 19–21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

Please return with your signature for confirmation of booth purchase(s)

I understand and/or agree that:

- The statements contained in the CRSMCA Carolinas Mid-Winter Roofing Expo Rules and Regulations are intended to serve as general information concerning CRSMCA's Carolinas Mid-Winter Roofing Expo and the Benton Convention Center and its existing policies, procedures, and practices of the Carolinas Mid-Winter Roofing Expo.
- Nothing contained in the CRSMCA Carolinas Mid-Winter Roofing Expo Rules and Regulations is intended to create (nor shall be construed as creating) a contract (express or implied).
- From time to time CRSMCA may need to clarify, amend and/or supplement the information contained in the CRSMCA Carolinas Mid-Winter Roofing Expo Rules and Regulations and CRSMCA will provide its exhibitors with a revised CRSMCA Carolinas Mid-Winter Roofing Expo Rules and Regulations when changes occur.
- I have received a copy of the CRSMCA Carolinas Mid-Winter Roofing Expo Rules and Regulations, I have read and understand the information outlined in the Rules and Regulations, I understand that penalties may incur if not abided by, I have asked any questions I may have concerning its contents, and I will comply with all policies and procedures to the best of my ability.

Exhibitors Company

Exhibitors Contact

Exhibitors Signature

Date

THIS COPY OF THE ACKNOWLEDGEMENT SHOULD BE REMOVED AND GIVEN TO THE CRSMCA OFFICE FOR CONFIRMATION OF BOOTH PURCHASE(S).

MAIL TO:

CRSMCA | P.O. Box 7643 | Charlotte, NC 28241-7643

EMAIL TO: cbsims@crsmca.org

CAROLINAS MID-WINTER ROOFING EXPO SPONSORSHIP OPPORTUNITIES

JANUARY 19-21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

CRSMCA would like to **thank you** for your consideration in becoming a sponsor. All sponsorships are applied to the **advancement of education** to the CRSMCA membership.

\$5,000 CORPORATE*

Complimentary banner; ONE complimentary booth; complimentary 1/2 page ad in the *Carolinas Contacts* Magazine; signage at the Carolinas Mid-Winter Roofing Expo; listing in the *Carolinas Contacts* Magazine and on the CRSMCA website

\$3,000 PLATINUM

Opening Reception

ONE complimentary booth; complimentary 1/2 page ad in the *Carolinas Contacts* Magazine; signage at the Carolinas Mid-Winter Roofing Expo; listing in the *Carolinas Contacts* Magazine and on the CRSMCA website

\$2,000 DIAMOND

Wednesday Reception

Wednesday Lunch

TWO complimentary attendees; complimentary 1/2 page ad in the *Carolinas Contacts* Magazine; signage at the Carolinas Mid-Winter Roofing Expo; listing in the *Carolinas Contacts* Magazine and on the CRSMCA website

\$1,500 GOLD

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Lanyards

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\$ 750 BRONZE

Complimentary business card ad in the *Carolinas Contacts* Magazine; signage at the Carolinas Mid-Winter Roofing Expo; listing in the *Carolinas Contacts* Magazine and on the CRSMCA website

\$ 300 CONTRACTOR GOODWILL

Listing in the *Carolinas Contacts* Magazine and on the CRSMCA website, free company admission

\$ 200 PAST PRESIDENT

Listing in the *Carolinas Contacts* Magazine and on the CRSMCA website (for CRSMCA past presidents only)

Method of Payment:

Amount Enclosed \$ _____ Check # _____

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Company Sponsoring _____ Contact Name _____

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Please send the form with payment information to the following address or email:

Carolinas Roofing and Sheet Metal Contractors Association, Inc.

P O Box 7643
Charlotte, NC 28241-7643

cbsims@crsmca.org

****Please return by December 15, 2020 to be listed in the Carolinas Contacts Magazine****

****PLEASE SUBMIT YOUR COMPANY LOGO VIA EMAIL TO CBSIMS@CRSMCA.ORG TO BE PRESENTED DURING GENERAL SESSIONS**

CAROLINAS MID-WINTER ROOFING EXPO REGISTRATION FORM

JANUARY 19-21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

Company Name _____ Contact Name _____

Company Address _____ City _____ State _____ Zip Code _____

Phone _____ *EMAIL FOR CONFIRMATION _____

COMPLIMENTARY REGISTRATION FOR COMPANY JOINING CRSMCA AT TIME OF REGISTRATION!

Contractor \$75.00 PER COMPANY Non-Exhibitor [Mfr/Dist] \$325.00 PER PERSON

Architect/Engineer/Consultant (COMPLIMENTARY REGISTRATION) AIA|RCI NO. _____

1. _____ 2. _____
NAME Attending OSHA Class NAME Attending OSHA Class

3. _____ 4. _____
NAME Attending OSHA Class NAME Attending OSHA Class

5. _____ 6. _____
NAME Attending OSHA Class NAME Attending OSHA Class

PAYMENT INFORMATION:

AMOUNT DUE CRSMCA: \$ _____ Check Enclosed MasterCard/VISA American Express

Credit Card Number _____ Expiration Date _____ CVV CODE _____

Name on Card _____ Signature _____

PLEASE RETURN FORM WITH REGISTRATION FEES TO:

CRSMCA
PO BOX 7643
CHARLOTTE, NC 28241-7643

EMAIL: cbsims@crsmca.org



Host Hotels:

Group rates will be available until **December 21, 2020** or until the room block is sold out, be sure to book early!

BOOKING ONLINE: Visit CRSMCA website!

Use Group Code: Mid-Winter Roofing Expo

Marriott [425 N. Cherry Street, Winston-Salem, NC 27101]
Rate: \$184+tax per night Phone: 800.320.0934

Embassy Suites [460 N. Cherry Street, Winston-Salem, NC 27101]

FOR OFFICE USE: _____ Date Received _____ Date Entered _____ Entered By _____	CANCELLATIONS MUST BE SUBMITTED IN WRITING AND RECEIVED BY THE CRSMCA OFFICE BY JANUARY 1, 2021. A 50% CANCELLATION FEE WILL BE APPLIED TO THE REFUND. CRSMCA WILL NOT GRANT ANY REFUNDS AFTER JANUARY 1, 2021.
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CAROLINAS MID-WINTER ROOFING EXPO 2021 MOST VALUED EMPLOYEE AWARD

JANUARY 19–21, 2021

TWIN CITY QUARTER | BENTON CONVENTION CENTER (301 W. 5th Street | Winston-Salem, NC 27101)

This program is designed to honor one outstanding employee from North Carolina and one from South Carolina to be recognized during the Carolinas Mid-Winter Roofing Expo. Each state will select their MVE of the Year. The purpose of the award is to recognize excellence within CRSMCA and allow recipients to serve as role models for other employees, as well as increase professionalism and attract additional employees to the roofing industry. *Only one employee per branch office of a company may be nominated for the MVE of the Year Award.*

Judges will include CRSMCA members. Judges' decisions will be based on evidence of professionalism; uniqueness or significance of a nominee's contribution; and benefit to a nominee's company and co-workers or community.

Award recipients will receive a plaque, free registration to the Carolinas Mid-Winter Roofing Expo, and one-night lodging during the Carolinas Mid-Winter Roofing Expo. Winners will be formally honored and presented the award during the Business Session on Wednesday, January 20, 2021 in Winston-Salem, North Carolina.

Nominations must be received by the CRSMCA office by DECEMBER 15, 2020. For more information or to obtain additional nomination forms contact Carla Sims at CRSMCA, at cbsims@crsmca.org or call 704-556-1228.

Most Valued Employee Award Nomination

Name of Nominee

Employer

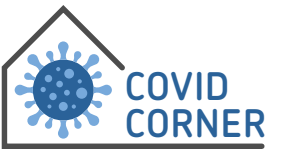
Title/Position with Employer

Submitted By

Company

Describe below or attach your reason for the nomination. Several issues to consider and discuss, if appropriate, are:

- on-the-job performance
- attracting new employees and helping retain existing employees
- contributions to a team effort
- leadership
- community service and volunteerism
- other noteworthy contributions and activities



THE COVID-19 CONUNDRUM: Money is available for new construction projects, but few are breaking ground

Written by Joe Bousquin,
Construction Dive Published on August 24, 2020

While financing is available for the right projects, owners and developers aren't so eager to take a risk on ground-up construction during the coronavirus pandemic.

Even in a coronavirus-challenged environment, there's money available to build new projects; what's rare is finding an owner who is willing to break ground.

That's the takeaway of several observers who have noted a dearth of new construction projects coming to market. Lenders and financiers still want to back good projects, but fewer developers are willing to take the risk during the continued economic uncertainty of COVID-19.

"This is the real crux of the matter," said Frank Cook, national program director, construction risk at Burlington, Massachusetts-based construction advisor EBI Consulting. "The financing is available, but many owners, investors and developers are playing the wait-and-see game. Projects that were in the pipeline pre-COVID moved forward for the most part, but owners have been hesitant to kick off new projects since."

Indeed, according to Dodge Data & Analytics, total 2020 construction starts were down 15% year-to-date through July, with nonresidential starts plummeting 25%. Nonbuilding starts, which include gas pipelines, utilities, environmental public works, highways, bridges and other infrastructure, also shrank by 20%.

The result has been a dwindling of backlog for contractors – the amount of jobs they've signed, but haven't started yet – and a more competitive bid environment for the smaller number of projects that are moving forward.

IT ALL STARTS WITH THE LAND

Part of the issue of fewer new projects coming to market has emerged on the land side, the ultimate starting point for any

construction project, said Taylor Mammen, senior managing director in the Los Angeles office of real estate advisory firm RCLCO. Owners have been dragging their feet to close land deals that were in the works before the pandemic, in order to buy time until a clearer economic outlook emerges.

"Developers have been trying to push final land closing back for as long as possible," Mammen said. "In many cases, they've gotten to the limit of sellers' patience."

Mammen ticked off three factors contributing to fewer new construction projects coming to market, but financing wasn't one of them.

"First, there have been deals that have gotten killed, so that has had some impact," Mammen said. "Second, anyone who can extend land closing is doing so. And third, it's been difficult to commence and close a new deal in an environment where people can't travel, and it's taking longer to get responses back from city planning departments. There are just so many more things that are clogging the gears to move a project forward."

LENDERS ARE BACK IN THE GAME

Indeed, while contractors griped at the onset of the pandemic that banks had pulled back on new construction lending, preferring instead to administer no-risk loans for the federal government's Paycheck Protection Program (PPP), observers say there's an urgency to get new deals done now, while the lending criteria window is still open.

"What I am hearing from lenders is that they want to make loans while they can," said Nikole D. Garcia, an attorney in the real estate and lending transactions practice at Tampa, Florida-based Trenam Law. "There's a feeling that lending could tighten at any time, so it's a make hay while the sun shines mentality. There is a bit of frenzy to get loans booked and projects started in case conditions worsen."

At Nashville, Tennessee-based Built Technologies, a provider of

Continued on next page

construction loan administration software whose clients include 26 of the top 100 construction lending banks, according to the company, business has been brisk in the multifamily and residential sectors, and select areas of commercial construction.

“On the lending side, we saw over 3,700 new construction loans commence across our client base in the month of July,” said Jim Fraser, Built’s director of CRE strategy. “However, this is highly influenced by idiosyncratic market conditions and the type of project. Both banks and independent mortgage lenders are processing new construction and renovation construction loans where it makes sense. Architects, general contractors and subcontractors are all eagerly submitting bids.”

PRIVATE MONEY OPEN FOR BUSINESS

For Brett Forman, executive managing director in the Palm Beach, Florida office of private commercial mortgage lender Trez Capital, the lending window recently opened back up as well.

“We definitely stopped lending for a while and just asset managed, but we’re open again now,” Forman said. “We want to do smart multifamily transactions, and smart construction for multifamily, in the areas that we’ve always focused on.”

Case in point: His credit committee just approved an application for a new \$5 million, eight-floor multifamily project in Fort Lauderdale, Florida. The deal still needs to clear underwriting, but the initial green light is there.

“We’re starting to get back in the market and backing what we believe to be good projects in good demographic areas, with more experienced, rather than less experienced, sponsors,” Forman said.

THE RIGHT DEALS IN THE RIGHT SECTORS

To be sure, owners and developers are bringing new projects to market in select sectors. While many observers say hospitality, retail, restaurant and office have been put on an indefinite hold, the surge in online commerce, medical research and demand for nonurban housing since March has resulted in pockets of increased construction activity.

“New deals are getting done in data centers, life sciences, industrial distribution centers and multifamily,” said RCLCO’s Mammen. “The percentage of overall construction activity in those four categories is high, but you’re seeing reduced activity overall.”

Shane Napper, president of construction at Grand Rapids, Michigan-based Rockford Construction, sees notable activity in two other sectors as well.

“We build a ton of grocery stores, and that has been fantastic,” Napper said. “People have been spending a lot more on grocer-

ies during COVID.” Another bright spot is K-12 education, which typically gets funding from voter-approved bonds. “K through 12 has gone bonkers, in a good way,” Napper said. “Bond programs are passing like crazy.”

Nevertheless, Trenam Law’s Garcia said the projects that are moving forward need to clear a higher bar.

“A good project is still a good project, even in this environment,” Garcia said. “Certain sectors, such as restaurant and hospitality, are going to be a harder sell and held to higher underwriting criteria, but with the right ownership team, level of experience, and collateral, there is money available.”

ON THE SIDELINES

But while the funding for new projects is available, there are hurdles for developers that want to tap into it. For one, the money, while cheap, doesn’t come at zero cost. Along with tighter overall lending criteria and only working with the best sponsors, lenders are also putting stopgaps in place to protect themselves if something goes wrong down the road.

“Even though banks are lending what is essentially free money provided by the Fed, they’re increasing rates for many of these sectors, to provide a cushion and greater margin of error,” Mammen said. “And even if they’re not marking up the price of money, they’re putting in floors on their benchmark rates, to maintain a return on their capital.”

For owners, that means bank rates on the low-end range between 3.25% and 4.25% on the best projects, sources say, and anywhere between 8% and 12% from private lenders. In a post-COVID-19 world, however, developers also need to think about the additional costs that pandemic mitigation adds to a project, such as social distancing and other new jobsite protocols.

As the costs of those steps have materialized on jobsites, they’re also working their way into negotiations between owners and contractors.

“As I’m preparing contracts, there’s definitely a heightened focus by both the owners and contractors on who’s going to absorb the COVID risk,” said Joshua B. Levy, a partner who leads the construction practice at Kansas City, Missouri-based law firm Husch Blackwell. “People are really sharpening their pencils to review these clauses.”

Taken together, all of it means that even with the wide availability of funding; even with money at historically low rates; and even with contractors submitting more competitive bids, developers are still finding reasons not to kick off new projects.

“There’s money sitting on the sideline ready to jump in when there are opportunities,” Mammen said. “But the actual work itself of moving toward a new development and construction project is more difficult. In spite of pretty good liquidity on the part of the banks, it’s turning out to be more expensive than you first underwrote it as a developer.”

Written by Keith A. Boyette, published in July-August 2020, Roofing Magazine

As a result of the novel coronavirus (COVID-19), many construction projects around the United States have been, and are being, significantly delayed or curtailed. In many instances, the delays have arisen from supply chain disruptions, state or local government stay-at-home orders, new safety protocols, and workforce disruptions on every level of the construction project — design, field construction, manufacturing, and inspection.

One thing certain to change in the post-COVID-19 world will be protection clauses in construction contracts. Boilerplate legal terms typically couched in fine print, such as “force majeure” and “frustration,” will be closely reviewed by contractors, owners, and their attorneys in the future.

Depending on the circumstances and the terms of the construction contract, the effects of COVID-19 may allow a party to invoke different rights to relief and compensation, or otherwise excuse delays or non-performance. Whether a party to a construction contract will be relieved, compensated, or excused from performance will depend on, among other factors, the language of the force majeure clause, the facts at issue, and the law governing the contract.

Construction businesses should consider the following with regard to current and future contracts:

- Does the COVID-19 disruption constitute a force majeure event under the contract?
- Is epidemic, pandemic, or illness specifically identified in the force majeure clause?
- If not, does COVID-19 fall under some other event often referenced in force majeure clauses, such as an “act of God,” a “natural disaster,” or something beyond the contractors’ control?
- Does the force majeure clause entitle parties to extensions, termination, or some other form of relief or modification?
- Does the law that controls the contract — federal, state, or international — reinforce or limit how the force majeure clause is applied?
- Are there alternate avenues for relief outside of the force majeure clause, such as commercial impracticability or impossibility?
- How should parties impacted by COVID-19 reserve their rights or document their position?

FORCE MAJEURE CLAUSES: EVENTS AND INTERPRETATION

Force majeure clauses set forth certain conditions under which a party is permitted to extend, suspend, or terminate a contract as a result of unexpected and unavoidable events. Under U.S. common and civil law, force majeure protection generally extends to natural and unavoidable catastrophes that impact the parties’ ability to perform their contractual obligations and allocates the risk in such events.



CONSTRUCTION CONTRACTS & CORONAVIRUS COMPLICATIONS

So, what constitutes a force majeure event? Generally, a force majeure event exists where said event is unforeseeable and outside of the contractor’s control. In addition to the specific facts at issue, determining whether a force majeure clause offers relief for such an event will likely depend on three factors: (1) whether the language in the force majeure clause specifically references the event as beyond the parties’ control; (2) whether the force majeure event was unforeseeable; and (3) whether the force majeure event caused the party’s non-performance.

In analyzing the contract language, look to see if the force majeure clause specifically references events like “epidemic,” “pandemic,” or “outbreak of disease.” If so, then COVID-19 is almost certainly covered by that cause. Courts will generally construe the precise language of the force majeure clause to exclude events that are not specifically identified. To that end, if the force majeure clause limits covered events to those involving nature, such as “severe floods,” “hurricanes,” or “earthquakes,” the court may be less likely to find that the parties intended to cover the COVID-19 pandemic.

Analysis of specific language used in construction contracts is critical. Standard form contracts, such as AIA and ConsensusDocs, do not have specific force majeure clauses but do, however, contain excusable delay clauses that could likely be applied to COVID-19 delays. For example, AIA forms generally contain language concerning excusable delays, termination, and suspension of work while ConsensusDocs expressly provide relief for “epidemics” as well as termination and suspension of work.

In some instances, the force majeure clause may contain both specific and broad forms of events and include a catchall provision intended to cover potential scenarios other than specific events. Some courts have deferred to common law principles such as unforeseeability to determine whether the event in question is covered by the contract. There, the determination would ultimately depend on what the parties contemplated and if the parties voluntarily assumed the risk of COVID-19, or,

Continued on page 29



PPP LOAN FORGIVENESS COULD RESULT IN BIG TAX BILLS

Written by Jenn Goodman & Joe Bousquin, Construction Dive
Published on August 31, 2020

DIVE BRIEF

Businesses that received Paycheck Protection Program loans are anxiously eyeing an IRS ruling that could affect whether they apply for loan forgiveness. In a notice this spring, the IRS said it had ruled out tax deductions for wages and rent paid with forgivable PPP loans in order to prevent a “double tax benefit.”

The ruling means that contractors cannot write off these types of expenses if they were paid for with PPP loan funds, leaving many wondering whether it will cost more in taxes than to pay the loan back.

According to the U.S. Chamber of Commerce, a forgiven PPP loan is tax-exempt but using the loan can also reduce how much a construction firm can write off on its business taxes. Usually, expenses like payroll, rent and utilities are deductible from normal taxable income, but without the deduction, a business may owe more taxes than it normally pays, the Chamber said.

DIVE INSIGHT

Some elected leaders are pushing back on the IRS ruling. The Small Business Expense Protection Act introduced in the Senate in early May would reverse the IRS decision and make the expenses deductible. According to Forbes, there has been pushback on the legislation.

“Earlier this summer, the bill seemed likely to pass, but that is hardly certain now,” Forbes contributor and tax expert Robert W. Wood wrote.

Joseph Natarrelli, leader of the national Construction Industry Practice group at accounting firm Marcum LLP, said some contractors are unaware of the tax implications of PPP forgiveness on their businesses if the ruling is not reversed.

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LUMBER PRICES SOAR DUE TO SHUTDOWNS, HIGHER DEMAND

Written by Zachary Phillips, Construction Dive published on
August 21, 2020

DIVE BRIEF

· Lumber prices in the U.S. have steadily risen since the COVID-19 outbreak began, due to an increase in demand combined with lumber mill shutdowns.

· The price of lumber for September delivery rose 3.1% to an all-time high of \$641.60 per thousand board feet, the Wall Street Journal reported. The new high, a growth of \$19 since last month, beats the previous high of \$639, which was a result of a brief hike in 2018 from tariffs and forest fires.

· This spring, the price of lumber futures hit a four-year low as sawmills closed response to the pandemic. When they reopened, the price began to rise, and hasn't stopped.

DIVE INSIGHT

Several factors have led to the price jump, according to the Wall Street Journal:

- An increase in residential construction including do-it-yourself projects like decks.
- Low mortgage rates that spurred residential construction and remodeling.
- The construction of outdoor seating and dining areas for restaurants across the country.
- Lumber mills that were unprepared for the surge in demand.

Another reason for the increase could be attributed to the days and months lost when the mills shut down. The mills could still be catching up and recovering from decreased inventory, according to Mark Dumain, who manages activity on the futures market for LBM Advantage, a lumber buying cooperative.

The impact will mainly affect residential construction, and any change to commercial construction will be minimal, Dumain said.

As commercial construction continued into the pandemic shut-

Continued on page 29

Construction, continued from page 25

more likely, a general pandemic.

Finally, the force majeure clause may reference “acts of God” as an excusable delay or grounds for suspension or termination of the contract. Whether COVID-19 falls under the definition of “acts of God” is dependent on the state where the contract was entered into or where the contract will be performed. Where a state defines an “act of God” to include wars, riots, floods, epidemics, and natural disasters, COVID-19 would likely be covered. However, where a state more narrowly defines “acts of God” as something caused by nature, COVID-19 may not be covered and the court will likely defer to what the parties contemplated with regard to risk allocation.

Force majeure clauses set forth certain conditions under which a party is permitted to extend, suspend, or terminate a contract as a result of unexpected and unavoidable events.

OTHER FORCE MAJEURE CONSIDERATIONS

A construction business seeking to invoke a force majeure clause must follow the contractual requirements for doing so. A party should pay particular attention to the form and substance of any required notice as well as time limits to provide such notice as required by the contract. Many states demand strict adherence and compliance with the notice requirements, and failure to adhere to even one aspect could render a claim or request for extension void or result in a waiver of entitlements to relief. Parties should keep in mind that a force majeure event that is continuing in nature, or otherwise evolving, such as COVID-19, the contract may require regular updates and reporting of extra costs in order to obtain relief.

COVID-19 will likely not be interpreted as an event that completely relieves a party from its contractual obligations. As such, the general principal of construction contracts that all parties to the contract must mitigate and minimize the impact of adverse events, will apply. Depending on

the circumstances and the terms of the contract, the duty to mitigate could include incurring extra costs as the affected party or serve as a condition to relief.

Generally, a force majeure event will only temporarily excuse performance of those obligations impacted by the event, meaning both the affected party and unaffected party must continue to perform contractual obligation not impacted by the event. Upon the occurrence of a force majeure event, an affected party may, however, claim extension of time for performance based on the impact of the event or as long as the event prevents performance, provided that the contract permits such extension. In drastic situations, the contract may also permit termination of the contract should the event continue for a certain extended period of time. Such clauses may require that all or substantially all of a party's obligations be affected for a specific period of time before termination is permitted. In these situations, parties generally agree to share the costs of the delay.

PLANNING FOR THE FUTURE

Contractors entering into construction contracts in the future should take necessary steps to minimize the likelihood of disputes, claims, and litigation resulting from the occurrence of force majeure events. When seeking to limit exposure, contractors must be specific and clear in their contract language when defining the scope and effect of a force majeure clause to protect themselves from unexpected liabilities. Moving forward, parties to a construction contract should address future concerns by drafting more precise force majeure definitions, develop flexibility in supply chains to reduce risk of disruption, maintain appropriate records of cost increases, and consider the inclusion of a well-drafted termination clause.

ABOUT THE AUTHOR: Keith A. Boye is an attorney with Anderson Jones, PL in Raleigh, North Carolina, a law firm with attorneys licensed in North Carolina, South Carolina, and Georgia. For more information or questions about article, please email him at kboyet@andersonandjones.com

PPP Loan, continued from page 28

“Using simple numbers, the contractor who decided to borrow \$9 million to keep their people employed is now going to owe,” he said. “If you're in a 50% tax bracket, that's \$4.5 million dollars, so where are you going to get that money from?”

Many of Natarrelli's clients are considering not applying for PPP forgiveness in order to avoid a hefty tax bill, he said.

“They're saying, ‘If I knew then what I know now, then I wouldn't have taken the loan and I would have had to lay people off,’” he said.

The bottom line for contractors, Natarrelli said, is to check with their accountants about tax implications before applying for loan forgiveness.

“It's an issue that contractors need to be aware of and I think people took PPP loans that don't even know it's taxable now, which is scary,” he said.

Lumber, continued from page 28

down, the largest impact was a transition from the small amounts of lumber used in some projects to other materials, like steel or other metals, he said.

In the long term, lumber prices likely won't dip back. The new home market will continue to see demand, which will inform lumber pricing, even when supply evens out, Dumain said.

Confidence in the National Association of Home Builders/Wells Fargo Housing Market Index for new single-family homes leapt to 78 in August. Any score above 50 is considered a positive level of confidence in the market.

The current index is the highest it has been in 35 years, after dropping to a score of 30 in April. New home demand continues to be strong, but Dumain said demand could lose momentum if lumber prices continue to rise.



NEVER TIE BACK

A few years ago, a safety consultant was on a commercial jobsite and noticed that all the men were tied-off. He began looking more closely at the personal fall arrest systems that each were using. The harnesses all appeared to be adjusted properly. They were all connected to the D-ring located in the back of their harness. So far, so good! Then he began looking at the anchor points for each man's personal fall arrest system. Fantastic... or so he thought. On this jobsite, they were tied-off to a structural component of the building that most certainly exceeded requirements for a suitable anchor point. But upon looking closer, the safety consultant noticed that the employees had wrapped their lanyards around that structural component (an I-beam) and, using the lanyard's snap hook, connected the lanyard back to itself. That method of tying-off called a "tie back" or a "choke off." But regardless of what you call it, it's dangerous.

Conventional lanyards cannot be tied-back for 3 reasons:

- First, the strength of a lanyard is weakened by at least 30% when it is tied-

back. It doesn't matter if the lanyard is brand new and has never been used before. Tying-back a conventional lanyard significantly reduces its strength.

- Second, conventional lanyards are not intended to be wrapped around objects, and for that reason, are not manufactured with materials that are resistant to becoming damaged, frayed, or cut when dragged over beams or other surfaces. By wrapping a conventional lanyard around a beam or other object, you run the very real risk that abrasion against that surface will cause the lanyard to be pulled in two if subjected to the force of a falling person.

- Third, conventional lanyards have conventional snap hook gates (the part of the snap hook that opens and closes). Although the body of conventional snap hooks can be subjected to a 5,000 lb. force, the gates on these hooks are only designed for 350 lbs. of force. This is particularly dangerous when taking into consideration that nearly 3 times that force can be placed on the snap hook in a typical 6-foot fall when using a shock absorbing lanyard.

When a conventional lanyard is tied-back, that force (if applied against the snap hook gate) can easily force the gate open and cause the lanyard to slip off the object that it was wrapped around.

There are only two solutions to address this hazard properly. One is to commit to never tie-back, and instead connect the snap hook of the lanyard to a proper anchor (such as a cross-arm strap). The other option is to purchase and use lanyards that are specially designed to be tied back. These specially designed lanyards are different from conventional lanyards in three very important ways. The webbing is stronger; is more abrasion resistant; and is equipped with a snap hook gate that is designed to withstand the same 5,000 lb. force as the rest of the snap hook body.

DISCUSS WITH YOUR CREW

If you have both types of lanyards, show your crew the visible differences (primarily in the appearance of the snap hook), and discuss how they can tell if a lanyard is suitable to be tied back.

NUNCA ATAR ATRÁS

Hace unos años, un consultor de seguridad estaba en un sitio de trabajo comercial y se dio cuenta de que todos los hombres estaban atados. Comenzó a mirar más de cerca los sistemas personales de detención de caídas que cada uno estaba usando. Todos los arneses parecían estar ajustados correctamente. Todos estaban conectados al anillo D situado en la parte posterior de su arnés. ¡Hasta ahora, bien! Luego comenzó a mirar los puntos de anclaje para el sistema personal de detención de caídas de cada hombre. Fantástico... más o menos pensó. En este lugar de trabajo, estaban atados a un componente estructural del edificio que sin duda excedía los requisitos para un punto de anclaje adecuado. Pero al mirar más de cerca, el consultor de seguridad notó que los empleados habían envuelto sus cordones alrededor de ese componente estructural (una viga I) y, usando el gancho de presión del cordón, conectó el cordón de nuevo a sí mismo. Ese método de atar llamó a un "tie back" o a "choke off". Pero independientemente de cómo lo llames, es peligroso.

Los cordones convencionales no se pueden atarse por 3 razones:

- En primer lugar, la fuerza de un cordón se debilita en al menos un 30% cuando está atada hacia atrás. No importa si el

cordón es nuevo y nunca se ha utilizado antes. Atando hacia atrás un cordón convencional reduce significativamente su fuerza.

- En segundo lugar, los cordones convencionales no tienen la intención de envolverse alrededor de objetos, y por esa razón, no se fabrican con materiales que sean resistentes a dañarse, deshilacharse o cortarse cuando se arrastran sobre vigas u otras superficies. Al envolver un cordón convencional alrededor de una viga u otro objeto, corre el riesgo real de que la abrasión contra esa superficie haga que el cordón se tire en dos si se somete a la fuerza de una persona que cae.

- En tercer lugar, los cordones convencionales tienen puertas de gancho de presión convencionales (la parte del gancho de presión que abre y se cierra). Aunque el cuerpo de los ganchos de presión convencionales puede ser sometido a una fuerza de 5,000 lb, las puertas en estos ganchos sólo están diseñados para 350 libras de fuerza. Esto es particularmente peligroso si se tiene en cuenta que casi 3 veces esa fuerza se coloca en el gancho de presión en una caída típica de 6 pies cuando se utiliza un cordón absorbente de impacto.

Cuando un cordón convencional está atado hacia atrás, esa fuerza (si se aplica contra la puerta del gancho de presión) puede forzar fácilmente la puerta abierta y hacer que el cordón se deslice del objeto que se envolvió alrededor.

Sólo hay dos soluciones para abordar este peligro correctamente. Uno es comprometerse a no atar nunca hacia atrás, y en su lugar conectar el gancho de presión del cordón a un anclaje adecuado (como una correa de brazo cruzado). La otra opción es comprar y utilizar cordones que están especialmente diseñados para ser atados hacia atrás. Estos cordones especialmente diseñados son diferentes de los convencionales en tres maneras muy importantes. La correa es más fuerte; es más resistente a la abrasión; y está equipado con una puerta de gancho de presión que está diseñada para soportar la misma fuerza de 5,000 libras que el resto del cuerpo del gancho de presión.

HABLE CON SU TRIPULACIÓN

Si tiene ambos tipos de cordones, muestre a su tripulación las diferencias visibles (principalmente en la apariencia del gancho de presión) y analice cómo pueden saber si un cordón es adecuado para ser atado hacia atrás.

Carolinas Contacts Magazine Touches Hundreds within the Roofing Industry



The CRSMCA *Carolinas Contacts* Magazine is published every other month, six-times a year, and is placed in over 800 roofing industry professional email inboxes throughout the Carolinas, Georgia, Virginia and more located in the southeast region. The CRSMCA *Carolinas Contacts* Magazine is also displayed on the CRSMCA website page with archived issues.

The magazine provides valuable information from products to services and regulations that are important to the roofing industry businesses as well as news and events within the roofing industry.

2020 EDITORIAL SCHEDULE

January/February: Labor and the Lack of; Promotion of Carolinas Mid-Winter Roofing Expo and Annual Spring Golf Tournament

March/April: Ladder Safety Awareness; Review of the Carolinas Mid-Winter Roofing Expo; Promotion of National Roofing Week, Annual Spring Golf Tournament and CRSMCA Annual Meeting/Summer Convention

May/June: Drones and other Technology; Review of the Annual Spring Golf Tournament; Promotion of CRSMCA Annual Meeting/Summer Convention

July/August: Metal in the Roofing Industry; Review of the CRSMCA Annual Meeting/Summer Convention; Promotion of the 2021 Carolinas Mid-Winter Roofing Expo and 2021 Annual Spring Golf Tournament

September/October: The Varieties of Coatings; Fire Prevention Awareness; Promotion of the 2021 Carolinas Mid-Winter Roofing Expo and 2021 Annual Spring Golf Tournament

November/December: Cold Weather Awareness; Promotion of the 2021 Carolinas Mid-Winter Roofing Expo, 2021 Annual Spring Golf Tournament, 2021 CRSMCA Annual Meeting/Summer Convention



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