



# ROOFING INDUSTRY HAPPY HOUR

Legal Trivia





The contents of this presentation should not be construed as legal advice on any specific fact or circumstance. Nothing in this presentation should be construed so as to create an attorney-client relationship between the recipient and the partners or associate attorneys of Galvanize Law Group, LLC. The information presented is not legal advice or a legal opinion, and it may not necessarily reflect the most current legal developments. Galvanize Law Group, LLC hereby disclaims all warranties, express or implied, potentially arising from such information in the presentation.



## Residential Roofing Bill of Rights

**According to C.R.S. 6-22-103, your residential roofing contract must allow the homeowner to rescind the contract within what period of time?**



**A**

72 hours



**C**

The number of hours equal to the number of miles between Denver and Frisco.



**B**

The number of days in the title of a 2010 movie starring Russell Crowe.



**D**

All of the above.



## Residential Roofing Bill of Rights

**According to C.R.S. 6-22-103, your residential roofing contract must allow the homeowner to rescind the contract within what period of time?**



**A**

72 hours



**C**

The number of hours equal to the number of miles between Denver and Frisco.



**B**

The number of days in the title of a 2010 movie starring Russell Crowe.



**D**

All of the above.

# DELAYS



Contract provisions to address the next time your job materials get stalled out in a shipping container off the coast of California.



**A**

Work to negotiate out LD and consequential damages.



**B**

Include a provision expressly allowing material substitutions.



**C**

Include a provision allowing cancellation if materials delivery is delayed by 30+ days, with payment for work completed up to cancellation.



**D**

Include an extension of the completion date for any materials delays outside the control of the parties.

# DELAYS



Contract provisions to address the next time your job materials get stalled out in a shipping container off the coast of California.



**A**

Work to negotiate out LD and consequential damages.



**C**

Include a provision allowing cancellation if materials delivery is delayed by 30+ days, with payment for work completed up to cancellation.



**B**

Include a provision expressly allowing material substitutions.



**D**

Include an extension of the completion date for any materials delays outside the control of the parties.

# Galvanize Law

## ***Kyle W. Larson*** ***Enterprises, Inc. v.*** ***Allstate***

Why should you care  
about this case?

**10-3-1115 and 1116—  
who is a 'first party claimant'**

A roofer or contractor who  
brings a claim on behalf of  
the insured has standing to  
make a claim of  
unreasonable denial or delay.



# Residential Roofing Bill of Rights



Under C.R.S. 6-22-103, what provision needs to be in **bold** font on the face of your residential roofing contracts?



**A**

Contact information for your commercial general liability insurance carrier.



**B**

That you will hold in trust any payments received until materials have been delivered to the site or a majority of the roofing work has been completed.



**C**

The approximate dates of work.



**D**

The scope of services.



# Residential Roofing Bill of Rights



Under C.R.S. 6-22-103, what provision needs to be in **bold** font on the face of your residential roofing contracts?



**A**

Contact information for your commercial general liability insurance carrier.



**B**

That you will hold in trust any payments received until materials have been delivered to the site or a majority of the roofing work has been completed.



**C**

The approximate dates of work.



**D**

The scope of services.



## Material Price Escalations

You've received numerous supplier and distributor price increase notifications effective January 1, 2022. In response you:



**A**

Stick with the contract you've used for the past five years.



**B**

Bid the project based on current costs, and keep your fingers crossed pricing stays consistent.



**C**

Revise your contract to provide a cost plus change order for any material cost increase of 3%+ from time of contract to time of material purchase for job.



## Material Price Escalations

You've received numerous supplier and distributor price increase notifications effective January 1, 2022. In response you:



**A**

Stick with the contract you've used for the past five years.



**B**

Bid the project based on current costs, and keep your fingers crossed pricing stays consistent.



**C**

Revise your contract to provide a cost plus change order for any material cost increase of 3%+ from time of contract to time of material purchase for job.

# CONTRACT PAYMENT DISCOUNTS



What kind of payment discount does Colorado law prohibit you from making on a residential roofing contract?



**A**

A “friends discount”.



**C**

Neighborhood referral discount.



**B**

A discount that involves the payment, waiver or rebate of any part of an insurance deductible.



**D**

A discount if the customer provides a ‘non-refundable’ deposit.



# CONTRACT PAYMENT DISCOUNTS



What kind of payment discount does Colorado law prohibit you from making on a residential roofing contract?



**A**

A “friends discount”.



**C**

Neighborhood referral discount.



**B**

A discount that involves the payment, waiver or rebate of any part of an insurance deductible.



**D**

A discount if the customer provides a ‘non-refundable’ deposit.



## What remedies are recoverable under Colorado's bad faith statutes?



**A**

Two times the amount of the covered benefit.



**B**

Attorney's fees and court costs.



**C**

All of the above.



## What remedies are recoverable under Colorado's bad faith statutes?



**A**

Two times the amount of the covered benefit.



**B**

Attorney's fees and court costs.



**C**

All of the above.



## If it walks like, talks like...

Your worker may not be an independent contractor if:



**A**

You require them to work exclusively for you.



**B**

Pay a salary instead of fixed or contract rate.



**C**

Provide more than minimal training.



**D**

You establish a quality standard other than compliance with plans and specs.



**E**

Pay them personally rather than through a business or trade name.





## If it walks like, talks like...

Your worker may not be an independent contractor if:



**A**

You require them to work exclusively for you.



**B**

Pay a salary instead of fixed or contract rate.



**C**

Provide more than minimal training.



**D**

You establish a quality standard other than compliance with plans and specs.



**E**

Pay them personally rather than through a business or trade name.

# Galvanize Law

## Labor Shortages

Whether chalked up to 'the Great Resignation,' the pandemic, or generational differences, how are labor shortages impacting your business and what legal steps can you take to minimize the impact?



- **Project Delays**
- **Impact on workmanship**
- **Impact on jobsite safety**



# GALVANIZE LAW

Bonus Question: Who am I talking to on the phone?



## OUR SERVICES



**CONTRACT DRAFTING,  
REVIEW & NEGOTIATION**



**RISK MANAGEMENT  
CONSULTING & ASSISTANCE**



**MECHANIC'S LIENS  
FILINGS & FORECLOSURES**



**PAYMENT DEMAND  
LETTERS & COLLECTION  
LITIGATION**



**PROJECT DISPUTES, INCLUDING  
DELAY CLAIMS, BACK  
CHARGES, BID DISPUTES**



**CIVIL LITIGATION  
INCLUDING COMPLEX  
COMMERCIAL DISPUTES**



**BUSINESS FORMATION  
& TRANSACTIONS**



**TRADEMARK AND COPYRIGHT  
APPLICATIONS & GUIDANCE**



**CONSTRUCTION  
DEFECT DEFENSE**





## ABOUT GALVANIZE LAW

### A PROGRESSIVE LAW FIRM SERVING THE CONSTRUCTION INDUSTRY

**Galvanize Law Group, LLC is a progressive law firm focused on serving the needs of the construction industry. We are passionate counselors and advocates who enjoy learning about our clients and offering them real solutions as they build their companies and navigate both simple and complex legal issues.**

**[www.galvanize.law](http://www.galvanize.law) | [@Galvanizelaw](https://www.instagram.com/Galvanizelaw)**



## OUR TEAM



**JANUARY ALLEN**

Founding Partner

Email: [jallen@galvanize.law](mailto:jallen@galvanize.law)  
Phone: 303.704.4061



**DANIELLE MAYA**

Founding Partner

Email: [dmaya@galvanize.law](mailto:dmaya@galvanize.law)  
Phone: 303.704.4486



**M. KATE STRAUSS**

Founding Partner

Email: [kstrauss@galvanize.law](mailto:kstrauss@galvanize.law)  
Phone: 303.704.4585



## CONTACT US SLIDE

### Learn more:

Visit Galvanize Law at [www.galvanize.law](http://www.galvanize.law)

### OUR ADDRESS

**6145 Broadway Suite 49**  
Denver, CO 80216

### EMAIL

[info@galvanize.law](mailto:info@galvanize.law)

### FOLLOW US



@Galvanize-law



@Galvanizelaw