



Dora
Department of Regulatory Agencies

Office of Policy, Research and Regulatory Reform

2010 Sunrise Review: Roofing Contractors

September 29, 2010





Executive Director's Office

Barbara J. Kelley
Executive Director

Bill Ritter, Jr.
Governor

September 29, 2010

Members of the Colorado General Assembly
c/o the Office of Legislative Legal Services
State Capitol Building
Denver, Colorado 80203

Dear Members of the General Assembly:

The mission of the Department of Regulatory Agencies (DORA) is consumer protection. As a part of the Executive Director's Office within DORA, the Office of Policy, Research and Regulatory Reform seeks to fulfill its statutorily mandated responsibility to conduct sunrise reviews with a focus on protecting the health, safety and welfare of all Coloradans.

DORA has completed its evaluation of the sunrise application for the regulation of roofing contractors and is pleased to submit this written report. The report is submitted pursuant to section 24-34-104.1, Colorado Revised Statutes, which provides that DORA shall conduct an analysis and evaluation of proposed regulation to determine whether the public needs, and would benefit from, the regulation.

The report discusses the question of whether there is a need for regulation in order to protect the public from potential harm, whether regulation would serve to mitigate the potential harm, and whether the public can be adequately protected by other means in a more cost-effective manner.

Sincerely,

Barbara J. Kelley
Executive Director

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Background

Consistent, flexible, and fair regulatory oversight assures consumers, professionals and businesses an equitable playing field. All Coloradans share a long-term, common interest in a fair marketplace where consumers are protected. Regulation, if done appropriately, should protect consumers. If consumers are not better protected and competition is hindered, then regulation may not be the answer.

As regulatory programs relate to individual professionals, such programs typically entail the establishment of minimum standards for initial entry and continued participation in a given profession or occupation. This serves to protect the public from incompetent practitioners. Similarly, such programs provide a vehicle for limiting or removing from practice those practitioners deemed to have harmed the public.

From a practitioner perspective, regulation can lead to increased prestige and higher income. Accordingly, regulatory programs are often championed by those who will be the subject of regulation.

On the other hand, by erecting barriers to entry into a given profession or occupation, even when justified, regulation can serve to restrict the supply of practitioners. This not only limits consumer choice, but can also lead to an increase in the cost of services.

There are also several levels of regulation.

Licensure

Licensure is the most restrictive form of regulation, yet it provides the greatest level of public protection. Licensing programs typically involve the completion of a prescribed educational program (usually college level or higher) and the passage of an examination that is designed to measure a minimal level of competency. These types of programs usually entail title protection – only those individuals who are properly licensed may use a particular title(s) – and practice exclusivity – only those individuals who are properly licensed may engage in the particular practice. While these requirements can be viewed as barriers to entry, they also afford the highest level of consumer protection in that they ensure that only those who are deemed competent may practice and the public is alerted to those who may practice by the title(s) used.

Certification

Certification programs offer a level of consumer protection similar to licensing programs, but the barriers to entry are generally lower. The required educational program may be more vocational in nature, but the required examination should still measure a minimal level of competency. Additionally, certification programs typically involve a non-governmental entity that establishes the training requirements and owns and administers the examination. State certification is made conditional upon the individual practitioner obtaining and maintaining the relevant private credential. These types of programs also usually entail title protection and practice exclusivity.

While the aforementioned requirements can still be viewed as barriers to entry, they afford a level of consumer protection that is lower than a licensing program. They ensure that only those who are deemed competent may practice and the public is alerted to those who may practice by the title(s) used.

Registration

Registration programs can serve to protect the public with minimal barriers to entry. A typical registration program involves an individual satisfying certain prescribed requirements – typically non-practice related items, such as insurance or the use of a disclosure form – and the state, in turn, placing that individual on the pertinent registry. These types of programs can entail title protection and practice exclusivity. Since the barriers to entry in registration programs are relatively low, registration programs are generally best suited to those professions and occupations where the risk of public harm is relatively low, but nevertheless present. In short, registration programs serve to notify the state of which individuals are engaging in the relevant practice and to notify the public of those who may practice by the title(s) used.

Title Protection

Finally, title protection programs represent one of the lowest levels of regulation. Only those who satisfy certain prescribed requirements may use the relevant prescribed title(s). Practitioners need not register or otherwise notify the state that they are engaging in the relevant practice, and practice exclusivity does not attach. In other words, anyone may engage in the particular practice, but only those who satisfy the prescribed requirements may use the enumerated title(s). This serves to indirectly ensure a minimal level of competency – depending upon the prescribed preconditions for use of the protected title(s) – and the public is alerted to the qualifications of those who may use the particular title(s).

Licensing, certification and registration programs also typically involve some kind of mechanism for removing individuals from practice when such individuals engage in enumerated proscribed activities. This is generally not the case with title protection programs.

Regulation of Businesses

Regulatory programs involving businesses are typically in place to enhance public safety, as with a salon or pharmacy. These programs also help to ensure financial solvency and reliability of continued service for consumers, such as with a public utility, a bank or an insurance company.

Activities can involve auditing of certain capital, bookkeeping and other recordkeeping requirements, such as filing quarterly financial statements with the regulator. Other programs may require onsite examinations of financial records, safety features or service records.

Although these programs are intended to enhance public protection and reliability of service for consumers, costs of compliance are a factor. These administrative costs, if too burdensome, may be passed on to consumers.

Sunrise Process

Colorado law, section 24-34-104.1, Colorado Revised Statutes (C.R.S.), requires that individuals or groups proposing legislation to regulate any occupation or profession first submit information to the Department of Regulatory Agencies (DORA) for the purposes of a sunrise review. The intent of the law is to impose regulation on occupations and professions only when it is necessary to protect the public health, safety or welfare. DORA must prepare a report evaluating the justification for regulation based upon the criteria contained in the sunrise statute:¹

- (I) Whether the unregulated practice of the occupation or profession clearly harms or endangers the health, safety, or welfare of the public, and whether the potential for the harm is easily recognizable and not remote or dependent upon tenuous argument;
- (II) Whether the public needs, and can reasonably be expected to benefit from, an assurance of initial and continuing professional or occupational competence; and
- (III) Whether the public can be adequately protected by other means in a more cost-effective manner.

Any professional or occupational group or organization, any individual, or any other interested party may submit an application for the regulation of an unregulated occupation or profession. Applications must be accompanied by supporting signatures and must include a description of the proposed regulation and justification for such regulation.

Methodology

DORA has completed its evaluation of the proposal for the regulation of roofing contractors. During the sunrise review process, DORA performed a literature search, contacted and interviewed the applicant, building officials, Colorado Counties, Inc., and the Colorado Municipal League. In order to determine the number and types of complaints filed against roofing contractors in Colorado, DORA contacted representatives of the Denver District Attorney's Office, the Denver-Boulder Better Business Bureau, and the Office of the Attorney General Consumer Protection Section.

¹ § 24-34-104.1(4)(b), C.R.S.

Profile of the Profession

The Colorado Roofing Association defines a roofing contractor as one who has the experience, knowledge and skill to construct, re-construct, alter, maintain and repair roofs and use materials and items in the construction, reconstruction, alteration, maintenance, and repair of all kinds of roofing and waterproofing as related to roofing, all in such manner to comply with plans, specifications, codes, laws, and regulations applicable thereto.

Proposal for Regulation

The Colorado Roofing Association has submitted a sunrise application to the Department of Regulatory Agencies (DORA) for review in accordance with the provisions of section 24-34-104.1, Colorado Revised Statutes. The application identifies state licensure of residential, commercial, and industrial roofing contractors as the appropriate level of regulation to protect the public.

Further, the applicant proposes that roofing contractors undergo examination, demonstrate verifiable experience, and satisfy a bonding requirement.

The sunrise applicant proposes that roofing work of less than \$1,000 should be exempt from state regulation.

Summary of Current Regulation

The Colorado Regulatory Environment

Local governments impose various regulatory requirements on roofing contractors. Typically building codes are enforced by local government and include inspection requirements for roofing repair.

While there are no state laws directly addressing the roofing industry, certain provisions of the Colorado Consumer Protection Act may apply, given certain circumstances. For example, it is a deceptive trade practice if, in the course of a person's business, the person:

- Advertises goods or services with intent not to sell them as advertised;²
- Makes false or misleading statements of fact concerning the price of goods or services;³
- Solicits door-to-door as a seller, unless the seller, within 30 seconds after beginning the conversation, identifies himself or herself, whom he or she represents, and the purpose of the call;⁴ or
- Refuses or fails to obtain all governmental licenses or permits required to perform the services as agreed to or contracted for with the consumer.⁵

A consumer who successfully brings a claim under the Consumer Protection Act is entitled to receive the greater of the actual damages sustained, \$500 or three times the actual damages if the consumer can show that the other person acted in bad faith.⁶

Additionally, since many roofing contracts are entered into as a result of a door-to-door sales call, it is reasonable to consider the fact that the Federal Trade Commission has promulgated a rule that requires all such contracts to contain a three-day right of rescission.⁷

Regulation in Other States

While regulatory schemes vary, 31 states regulate roofing contractors in some fashion. The following table depicts states that regulate and those that do not regulate. This table was provided by the Colorado Roofing Association as part of the sunrise application. The Department of Regulatory Agencies did not independently verify the information.

² § 6-1-105(1)(i), C.R.S.

³ § 6-1-105(1)(l), C.R.S.

⁴ § 6-1-105(1)(p), C.R.S.

⁵ § 6-1-105(1)(z), C.R.S.

⁶ § 6-1-113(2)(a), C.R.S.

⁷ 16 C.F.R. § 429.1.

**Table 1
State Roofing Contractor Regulation**

State	Regulation		Comments
	Yes	No	
Alabama	X		Commercial roofing over \$50,000 needs license, Residential roofing no license needed. App fee \$300, \$100 to education, exam fee \$96, no continuing ed. req.
Alaska		X	All contractors including roofing need business license \$200, need \$5000 bond if specialty Contract
Arizona	X		All must register with state over \$1000, Bus & Trade exam, Application fee \$815, \$450 initial to Recovery fund, Specialty Contr bond of at least \$1000 or higher based on gross annual sales. All contractors need Sales Tax license.
Arkansas	X		Commercial roofing license if over \$20,000, residential roofing no license needed, 5 yrs Experience needed, \$10,000 bond commercial
California	X		Yes a license on all work over \$500, bus and trade exam, bond \$12,500, proof of workers Comp, \$250 application fee, \$150 license fee
Colorado		X	No for roofers, license plumb and electrical only, GC's regulated in county or city doing work.
Connecticut	X		Yes on licensing, residential roofing falls under home improvement need certificate of Registration \$60, Deposit \$100 to recovery fund, \$10,000 bond
Delaware	X		Yes license needed but only for revenue purposes, \$75 fee, all contractors pay 0.499% Of gross receipts over \$80,000 annually
District of Columbia	X		Yes license needed if work is over \$300, Surety bond \$5000, Application fee \$70, Fee \$200 for 2 yrs
Florida	X		Yes statewide certified license, Test bus, finance, trade, 4 yrs experience, \$135 exam fee, \$409 Fee, renewal \$200 license for 2 yrs.
Georgia	X		Yes for commercial and residential if contracts over \$10,000, register with Dept Revenue, \$10 fee, exam and experience required
Hawaii	X		Yes on commercial and residential, pass test on trade & bus law, 4 yrs experience, Application \$50 \$255-545, recovery fee \$160-275, Work comp, Gen Liability, \$5000 bond min
Idaho		X	No license for roofing, just plumb & Electrical
Illinois	X		Roofing commercial & residential yes on license, classed limited (residential) and unlimited (commercial & residential), \$10,000 surety bond limited, \$25,000 unlimited, Work comp & Unemployment insurance, Fee \$125, out of state over \$5000 post bond with Dept Employment Security
Indiana		X	No license for roofing, only Plumb & Electrical
Iowa	X		Yes need registration if work is over \$2000, \$25 fee, 2 yrs experience, Workers comp proof
Kansas		X	No license for roofing, Out of State over \$10,000 must register with Dept of Revenue
Kentucky		X	No license for roofing, only plumb, HVAC & Electrical
Louisiana	X		Yes on license, pass test on trade & Bus law, Out of state over \$3000 register with Dept Of Revenue and post \$1000 bond
Maine		X	No license for roofing, just plumb, electrical, asbestos

Maryland	X		Roofing is considered home improvement so is licensed, 2 yrs exp., \$50,000 Liability ins., \$75 into guaranty fund, \$100 assessment, \$225 fee, \$54 exam. Commercial Roofing no.
Massachusetts	X		Residential Roofing registration fees, \$100-500 to Guaranty fund determined by # of employees, \$100 fee, \$150 application fee, 3 yrs experience. Commercial Roofing no.
Michigan	X		Yes Roofing is licensed, 60 hrs of education needed, \$15 application, \$60 fee, \$10 to Recovery fund, \$210 to renew, license is for 2 yrs.
Minnesota	X		Residential Roofing yes if gross receipts over \$15,000, pass exam trade & Law, \$100 fee, \$100-200 to recovery fund, Workers comp, Gen Liability
Mississippi	X		Residential over \$10,000 and commercial over \$100,000 licensed, Pass test trade & Law, Workers comp, Gen Liability ins, \$200 fee, net worth over \$20,000 commercial Specialty license and roofing is in this group.
Missouri		X	No license for roofing
Montana		X	Construction work over \$2,500 needs registration, \$35 fee for 2 yrs, no bond needed Proper workers comp.
Nebraska		X	No license needed, out of state over \$2500 regulated for taxes
Nevada	X		Yes on State license, Test, 4 yrs experience, background checks, and state puts limits on contract amounts by net worth, bond \$1000-500,000, pay into recovery fund, yes on education program, roofing is under specialty license.
New Hampshire		X	Roofing not licensed or regulated
New Jersey		X	Residential roofing is registered along with home improvements, commercial not licensed.
New Mexico	X		Yes roofing is licensed, \$30 application fee, \$30 exam trade & law, \$50 license
New York		X	No license needed or registration
North Carolina	X		if roofing as a sub to a GC no license needed, if prime contractor for roofing and over \$30,000 licensed by category of net working capital, \$125 fee, \$60 exam fee
North Dakota	X		Roofing is regulated if over \$2000, Fees \$50 to \$300 by contract amount, workers Comp, Gen Liability ins. needed
Ohio		X	Roofing not licensed, only plumb, electrical, HVAC
Oklahoma		X	Roofing not licensed or registered. Only plumbing, mechanic, and electrical, non-resident register with Tax Commission.
Oregon	X		Roofing any amount is licensed, \$260 fee, bond charges by of work, education yes
Pennsylvania		X	No license needed except for highway work
Rhode Island	X		Program to license commercial & residential over \$500 was passed but to date not Funded, they currently register roofing \$200 residential, \$400 commercial, Workers comp & Gen Liability needed, no recovery fund but state criminally prosecutes poor workmanship and has been very effective.
South Carolina	X		Yes on license, Commercial over \$5000, residential under specialty contractor If over \$200 must license, \$100 application fee, \$160 license fee, no exams
South Dakota		X	Roofing no license, contractor doing realty improvements need excise tax license
Tennessee	X		Commercial roofing license if over \$25,000, residential roofing is under home Improvement contractors and licensed over \$3000, \$250 fee, 3 yrs exp., \$10,000 surety Bond, workers comp & Gen Liability needed, \$150 fee residential

Texas		X	Roofing no license
Utah	X		Roofing is licensed if over \$1000, test on trade & law, Gen Liability & unemployment insurance, Workers comp, \$210 fee, \$195 to recovery fund, 4 yrs experience needed
Vermont		X	Roofing not licensed
Virginia	X		Roofing licensed if over \$1000, exams, \$265 initial, \$85 exam fee, \$195 renewal and Includes recovery fee, continuing education required
Washington	X		Roofing full license/registration, \$113 fee, Gen liability & workers comp, surety bond \$12,000 commercial and \$6000 residential
West Virginia	X		Roofing needs License if over \$2,500, exam workers comp, employee coverage, Tax registration, \$90 test fee, \$37 fee
Wisconsin		X	Roofing not licensed but registered for \$115 for 4 yrs, 12 hrs education to renew
Wyoming		X	Roofing not licensed

Analysis and Recommendations

Public Harm

The first sunrise criterion asks:

Whether the unregulated practice of the occupation or profession clearly harms or endangers the health, safety or welfare of the public, and whether the potential for harm is easily recognizable and not remote or dependent on tenuous argument.

The applicant submitted significant information documenting harm to Colorado consumers by roofing contractors. Documenting public harm includes material submitted by the Denver-Boulder Better Business Bureau, the Northern Colorado and Wyoming Better Business Bureau, the Better Business Bureau of Southern Colorado, Inc., the Attorney General of Colorado, and various media reports.

Denver-Boulder Better Business Bureau

The Denver-Boulder Better Business Bureau (Denver-Boulder BBB) reported that roofing is the most reported industry and that “storm chasers” is the most reported scam. Appendix A on page 18 depicts a sampling of complaints submitted to the Denver-Boulder BBB from March 8, 2007 through March 8, 2010. Most of these complaints allege some combination of incomplete work, poor work quality, additional property damage, and payment disputes.

Table 2 below shows 736 complaints made to the Denver-Boulder BBB against roofing contractors for the time period March 2007 through March 2010. A total of 321 complaints reported an amount of monetary loss. Colorado consumers reported over \$1.4 million in losses at the hands of roofing contractors over a three-year period.

Table 2
Denver-Boulder BBB Complaints

Jurisdiction	Number of Complaints	Complaints Stating Dollar Value	Total Dollar Value by Jurisdiction
Arvada	36	20	\$60,011.36
Aurora	63	32	\$133,877.77
Bailey	1	1	\$1,000.00
Bennet	1	1	\$5,506.64
Berthoud	4	1	\$100.00
Black Hawk	1	1	\$14,000.00
Boulder	4	2	\$6,500.00
Brighton	7	5	\$19,223.84
Broomfield	13	6	\$14,933.00
Castle Rock	5	2	\$12,648.90
Centennial	13	7	\$28,882.01
Colorado Springs	1		\$0.00
Commerce City	12	9	\$119,326.16
Conifer	2	1	\$2,000.00
Denver	289	111	\$530,538.8 ⁸
Englewood	47	22	\$130,589.36
Erie	1		\$0.00
Evergreen	2		\$0.00
Federal Heights	1	1	\$1,500.00
Frederick	4	1	\$4,595.00
Golden	8	4	\$49,353.90
Greenwood Village	1		\$0.00
Highlands Ranch	3	2	\$15,304.79
Lafayette	3	1	\$6,629.17
Lakewood	56	27	\$209,580.61
Littlefield	2	2	\$9,068.58
Littleton	36	11	\$67,219.56
Longmont	7	6	\$35,501.65
Louisville	1		\$0.00
Loveland	1		\$0.00
Monument	1		\$0.00
Morrison	3	2	\$10,807.00
Parker	25	11	\$43,004.58
Sedalia	1	1	\$120.00
Sheridan	24	10	\$37,621.49
Strasburg	5	2	\$6,500.00
Thornton	10	3	\$16,998.00
Westminster	19	8	\$79,121.50
Wheat Ridge	22	8	\$26,895.05
Windsor	1		\$0.00
Total	736	321	\$1,458,739.11

⁸ One complaint alleging damages of \$21,474,836.47 is omitted from this data because it appears to have been in error.

Table 2 shows that consumers report harm across all jurisdictions covered by the Denver-Boulder BBB reporting area. The average harm, by jurisdiction, is \$45,585.60. The median harm, by jurisdiction, is about \$11,700.00.

Table 2 reveals the following information about consumer harm caused by roofing contractors.

- About \$1.5 million in financial harm has been reported to the Denver-Boulder BBB over the three-year period.
- Average harm to consumers reporting damages is approximately \$4,544.

There are, of course, limitations to the data. First, the amounts are those reported by complainants and may not accurately reflect the actual value of losses or if the harm actually occurred. Second, only about 44 percent of the complainants reported an amount of financial harm. Third, the data only represent complaints processed by the Denver-Boulder BBB.

Beyond the financial harm and aggregate complaint numbers, the Department of Regulatory Agencies' (DORA's) analysis of the evidence reveals that consumers reported the following types of problems with roofing contractors:

- Contractor/subcontractors took money but did not perform work;
- Roof failed inspection, contractor refused to correct faulty work;
- Roofing work performed by contractor resulted in additional damage; and
- Contractor overcharged insurance company or charged insurance company for work that was not performed.

Northern Colorado & Wyoming BBB

This BBB reports 140 Colorado roofing contractors in its database. Eighty-three roofing contractors are accredited businesses of the BBB. The total number of complaints filed against accredited and non-accredited roofing contractors for the period April 2007 through March 2010 was 46.

Better Business Bureau of Southern Colorado, Inc.

This BBB reports that roofing contractors are the subject of more consumer inquiries than any other business. This BBB received 271 complaints against roofing contractors from April 2007 through April 2010.

Other Evidence of Harm

The applicant provided documentation of media coverage of consumer harm by roofing contractors. In particular, “storm chasers” or “travelers” were cited by a representative of the Lakewood Police Department as scam artists that leave victims with additional repairs and clean-up costs that far exceed the cost of the needed repairs.⁹

One serious problem for homeowners may not be apparent until sometime after the roofer has completed the repairs. Arvada firefighters blamed incomplete or faulty roof repairs for a sharp increase in emergencies caused by carbon monoxide exposure, according to a media report. In these cases, roofers failed to properly connect vent flue pipes from furnaces and water heaters.¹⁰

Attorney General of Colorado

The Colorado Attorney General announced that complaints against roofing and gutter companies in 2009 and the first two months of 2010 accounted for the third highest category of complaints made to the Attorney General.

In addition, the Attorney General filed a lawsuit against Denver-based Claim Specialists International, Inc. alleging deceptive trade practices to secure roofing contracts and insurance money.¹¹

Need for Regulation

The second sunrise criterion asks:

Whether the public needs and can reasonably be expected to benefit from an assurance of initial and continuing professional or occupational competence.

This criterion asks if the state should require specific education of roofing contractors or examine roofing contractors to determine competence.

⁹ “Workers Promising Tree Trimming, Roof Repair, Siding Repair Services.” Retrieved on September 20, 2010, from <http://www.thedenverchannel.com/news/20145781/detail.html>

¹⁰ Jeffrey Wolf and Kyle Clark, “Summer storm damage causing winter health risk.” Retrieved on August 19, 2010, from <http://www.9news.com/news/article.aspx?storyid=128125&provider=top>

¹¹ Press Release 9/3/2009, Attorney General Announces Lawsuit Against Roofing Company Suspected of Defrauding Denver, Colorado Springs Homeowners. Retrieved September 28, 2010, from, http://www.coloradoattorneygeneral.gov/press/news/2009/09/03/attorney_general_announces_lawsuit_against_roofing_company_suspected_defraudin

The requirement to pass a competency examination before being approved to practice a profession or occupation is one of a state's most powerful tools to protect consumers. Colorado requires that electricians and plumbers take and pass a state examination before being licensed.

Fifteen states have some type of examination requirement in order to enter the roofing contractor occupation.

While scams and outright fraud dominate the evidence of harm to the citizens of Colorado by roofers, enough evidence of harm resulting from incompetence exists to support state intervention. Specifically, instances of carbon monoxide problems are almost certainly due to poor workmanship if not incompetence.

Likewise, a pervasive thread of possible competency issues runs through many of the complaints analyzed as part of this sunrise review. As examples, issues with roofs failing inspection may be competency issues. Problems with roofers failing to perform warranty work may be a customer service problem but the workmanship may have been faulty when the initial work was completed.

State examinations protect consumers by eliminating from the market potential practitioners who cannot demonstrate that they possess the minimal skills and knowledge to practice competently.

Therefore, it is reasonable to conclude that Colorado consumers would benefit from an assurance of initial competency measured through a requirement that applicants pass a state examination.

Alternatives to Regulation

The third sunrise criterion asks:

Whether the public can be adequately protected by other means in a more cost-effective manner.

The most cost-efficient means to help protect consumers in the roofing market is through education.

It appears that efforts at consumer education have been extensive. The Colorado Attorney General and local media have made available to consumers extensive information about contracting for roofing repair. The information provided to consumers should reduce at least some harm. As an example, the Attorney General's Office advises:¹²

- Never do business with a contractor who just shows up on your doorstep.
- Never allow a stranger to “check out” any part of your home, including letting them inside for inspection. They might be looking for valuables to steal.
- Get at least three quotes from local contractors for any improvements or repairs on your home. (The local Better Business Bureau is an excellent resource to check out local businesses.).
- Obtain a written agreement from the contractor specifically addressing the work that will be done. The contract should include an estimate of how much you will be required to pay for the work.
- Never pay a contractor an advance fee. For major home repairs or other substantial projects, if the contractor insists on payment, agree to partial payment throughout the progress of the work as clear benchmarks, laid out in a written contract, are met.

Unfortunately, it appears that significant harm to consumers continues despite the best advice of law enforcement and consumer advocates.

Conclusion

Evidence submitted to and reviewed as part of this sunrise review demonstrates that unregulated roofing contractors may significantly harm consumers. Harm is typically financial in nature but evidence of physical harm resulting from faulty work is also present in Colorado.

Further, attorneys and investigators who combat insurance fraud report that some contractors have contacted consumers after a hail storm and offered to inspect the roof. These contractors have then damaged the roof and convinced the consumer to file a claim. In some cases, insurance companies discover the roofer's attempted scam. Unfortunately, the insurance company may not be liable for such intentional damage and the consumer must pay out of pocket for the damage caused by the roofer.

¹² Press release dated September 3, 2009, “Attorney General Announces Lawsuit Against Roofing Company Suspected of Defrauding Denver, Colorado Springs Homeowners.” Retrieved on September 20, 2010, from www.coloradoattorneygeneral.gov/press/news/2009/09/03/attorney_general_announces_lawsuit_against_roofing_company_suspected_defraudin

Based on the evidence, the General Assembly should regulate roofing contractors by creating a requirement that all roofing contractors register with DORA if the contractor performs roofing work in excess of \$1,000.

The creation of a registration requirement should be an effective regulatory response to “fly by night” businesses. Specifically, establishing a registry with the Division of Registrations (Division) would enable the Division to effectively track, and if necessary, remove roofing contractors who harm consumers.

Bonding and insurance requirements serve the dual purpose of further deterring “fly by night” roofing contractors from attempting to victimize Colorado consumers and provide financial recourse to consumers should a problem arise with a registered roofing contractor.

Surety Bond

A roofing contractor applying for registration should be required to submit to the regulatory authority a surety bond in the minimum sum of \$100,000 executed by the roofing contractor as principal and by a surety company qualified and authorized to conduct business in this state as a surety. Based on the information concerning complaints provided for this review, a minimum of \$100,000 surety bond will adequately cover the majority of instances where roofing contractors defrauded consumers.

Liability Insurance

In addition, in order to register, a roofing contractor should be required to show that he or she possesses minimum liability insurance coverage in the amount of \$50,000 for bodily injury to one person in any single accident and \$100,000 for bodily injury to all persons in a single accident. Requiring liability insurance will serve to further insulate consumers from harm.

Examination

Earlier, this review addressed the demonstrated need to impose a state examination requirement on roofing contractors. In order to provide the most flexibility for the regulatory authority to require applicants for roofing contractor registration to take and pass an examination, such requirements should be worded broadly in statute.

Most occupational regulatory examinations are privatized. States often contract with vendors to develop examinations for the state’s use. States then decide whether the state will administer the examinations or contract to have the examinations administered by a private company. In addition, the regulator can make decisions about the relevance of a variety of examination components, including skills measurement, experience measurement, code knowledge, and safety issues, among others.

Enforcement

Much occupational regulation is reactive in nature. This limitation is clear in the registration recommendation of this sunrise review. Some criminals and scam artists may attempt to circumvent state regulation as they skirt local regulation now. If, as an example, a roofer offers a homeowner a low price for roof repair and the roofer does not obtain a building permit, and the homeowner is complicit in the process, regulation does not provide much help to this consumer.

The final component of the sunrise recommendation is the creation in statute of a serious penalty for unregistered practice. Criminal sanctions for unregistered practice is the final component to further dissuade criminals and unethical roofing contractors from preying on Colorado citizens.

Consumer Education

Although not a part of the statutory regulatory scheme, consumer education is an important component of a successful effort to combat the types of problems evidenced in this sunrise review.

State regulation housed in DORA is uniquely situated to offer “one-stop” shopping for consumers.

First, consumers will have access to an on-line list of registered roofing contractors. If a homeowner in the market for roof repair chooses to become educated about service providers, he or she can easily avoid most scam artists by choosing from the registry. Should a problem occur with the contractor, the consumer will have information about the surety bond and insurance requirements readily available on DORA’s website.

Finally, DORA should take complaints against unregistered roofing contractors. This can be accomplished on-line easily or in writing. DORA can then forward complaints to the appropriate law enforcement agency for action against the contractor. In addition to any immediate action that may be taken by law enforcement, DORA can maintain complaint data for future analysis should additional, more stringent regulation by the General Assembly be appropriate.

Recommendation – Require roofing contractors to register, take and pass an examination, post a surety bond and obtain liability insurance.

Appendix A – Random Complaints from the BBB System

March 8, 2007 – March 8, 2010

CONCERNING:

OPENED 04 January 2010
CLOSED 05 February 2010

Contract Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: we hired this company to replace a roof - it is 4 months later and still not finished. The roof is leaking, the siding is not done, and the drywall is dam
Our contract for this job is \$42000.00, he has been paid 9000 already plus we have paid in excess of 15000.00 for materials out of pocket. Roof was started 4 months ago and still not finished in fact it is leaking and that is damaging the new drywall and new paint. It has been leaking 5 times and each time he says he will fix it but instead of just fixing it he sends two guys to shovel the snow off the roof. He took down the siding 4 months ago and new siding is just sitting around. He will not return phone calls or emails. The guys he hired to do the partial roof have not been paid nor the drywallers or painters and they in turn have been threatening us with liens on our home

DESIRED RESOLUTION: we want our 9000 back or for him to fix all the leaks from the roof, finish the roofing job like taping and flashing and rubber.

CONCERNING:

OPENED 29 October 2009
CLOSED 29 October 2009

Billing or Collection Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: [Company] was hired as a subcontractor to do work for us, on a home in Denver. Upon completion of said roof, [Company] was paid in full on August 28, 2009. Due to his poor record-keeping, the owner insisted that he was never paid. We at provided him repeatedly with records verifying we had paid him in full. Even though we had given proof, he continued to overlook and not input this payment in his records and placed a lien on our client's home on October 23, 2009. When we contacted him, we questioned why a lien was placed and he told us that he would "have to check his records again". We feel that this is beyond irresponsible behaviour to not keep track of your own book-keeping and put a homeowner in jeopardy of losing their home and taking a hit on their credit because of his negligence.

DESIRED RESOLUTION: We, as the contractor, do not wish to acquire any settlement. We just wanted to notify you at the BBB of his poor work ethic and practices.

CONCERNING:

OPENED 27 February 2008
CLOSED 06 June 2008

Guarantee or Warranty Issues

CLOSE CODE: 110 - Resolved

NATURE OF DISPUTE: The roof was installed on 8/8/05 on my rental property, with a 3 year workmanship warranty. In December, 2007, my tenant discovered mold in the master bedroom closet. I had the mold removed by Puroclean Restoration Services and was told that the moisture looked like it was coming from the roof. I spoke to [the owner of the roofing company] on 2/14/08 and he said that the company doesn't give 3 year warranties. I faxed a copy of the paperwork to him and have tried multiple times to speak to him or his son and have not received a call back. I do not know for sure that the leak is from the roof, but I can't get the roofing company to call me back, much less check out the roof. In the meantime, I have not been able to restore the drywall in the closet because I would just have to rip it out again when the roofing company tries to find the leak. So I have reduced the rent for the last two

months for the inconvenience. So not only can I not get the roofing company to come out, but it is also causing me loss of income.

DESIRED RESOLUTION: Repair leak, and compensate me for loss of rental income plus the cost of the mold removal.

CONCERNING:

OPENED 01 February 2010

CLOSED 26 February 2010

Customer Service Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: Did not provide what they advertised. Used abusive and foul language with the consumer when asked to follow thru with what was promised then hung up [company] offers free estimates. I called the company to get a certification and an estimate on a roof for a home I was purchasing. [employee] was sent to the home on 1-19-2010. He called me and informed me the roof was not repairable but needed to be replaced. He told me it would be around \$6000 and then they could give a roof certification on the roof. I asked him if he could put that in writing so I could submit it to the seller. In real estate everything is on a deadline and my deadline for inspection was the following day on 1/20, so I was really counting on his estimate. He said he would do it that evening. The next day when I had not received the estimate I called him again and he told me he would do it that day. I never received his estimate and it was my deadline date. I called him the next morning and he said he would send it that day. I told him that I sent the inspection report in claiming the roof needed repairs and would send the written explanation and estimate shortly, so I was really counting on him to keep his word. I did not receive the written estimate ever and I lost my \$1000 earnest money because I was not able to give documentation about the roof. I called him the next day asking why he did not send it and he started in on me with abusive and foul language and then abruptly hung up on me. I immediately called the office and talked to the owner Adam. He said he would take care of it and never did, I never heard about it again. I think they advertise free estimates but will not put them in writing so the price can increase later. For whatever reason they do this to customers, it is not available to fly off the handle and abuse clients with foul language. I am sure you will know where I am coming from if you call and talk to Dave for a few minutes. [employee]'s number is [deleted] and [employee]'s cell is [deleted]. I proceeded to ask [employee] about it again he assured me I would receive the estimate but I never got one and it cost me \$1000.

DESIRED RESOLUTION: I want to be reimbursed for the loss of my earnest money, \$1000.

CONCERNING:

OPENED 15 October 2007

CLOSED 21 November 2007

Service Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: June, 2007, a quote was provided by [Employee] to replace roofing on our carport. The work was done and completed on 9/20/07 by one of his representatives. The quote stated:

(1)Remove 3 layers & Haul away.

(2)Install Ice & Water shield

(3)30 lb Felt

(4) New 3 Tab Shingles

5 Year labor warranty

No Permit

Use Short Nails

\$900.00.

[Employee]'s representative and a helper apparently were misinformed by [Employee] as to the nature of the work. They had not been told the details and were angry and upset that 3 layers were to be removed and accused us of misleading [Employee]. He telephoned [Employee] who came and looked on the roof. [Employee] did not discuss any of this with us at that time but had a conversation with his representative and then left. We showed the representative the quote, which showed full disclosure by

us. Then he complained that they were making no money, etc. and asked that we pay him more than the quoted amount. We chose not to do that. We paid the \$900.00. Neither of us were physically able to climb the ladder to look at the roof when the job was complete but trusted that the job had been done per the quote. Two weeks later, we realized that the roofing had been replaced with roll roofing rather than 3 Tab roofing shingles. Additionally, the color did not come close to matching the existing roofing. We contacted [Employee] about this on 10/6/07. He came to discuss the problems on 10/9/07. He stated that the job could only be done the way it was done, even though it was in total conflict with his quote. He stated that 3 Tab shingles would not stay down because they would have to use short nails and that color was the closest match that could be made to our existing roofing. His attitude was basically "Sorry about that." He did apologize for not informing us of the changes that they were going to make but he made no apologies or excuses for their not telling us when the invoice was presented and we paid the quoted/invoiced price in full, all the while being very angry that they were losing money and wanting us to pay more than the quoted price. At no time were we able to discuss any other solution with him other than we should just accept what had been done.

DESIRED RESOLUTION: We simply want his poor business practices placed on record.

CONCERNING:

OPENED 09 October 2009
CLOSED 27 January 2010

Service Issues

CLOSE CODE: 110 - Resolved

NATURE OF DISPUTE: I entered into a contract on 10-9-08 for re-shingling my house and 3 outbuildings. The contract included 2 new skylights for the house. The total contract was over \$23000 and totally paid. The skylights have not been replaced. I have called [Owner] at least 10 times. He does not return calls and the skylights are beginning to leak. I want them replaced and the drywall repaired where the moisture has seeped into the ceiling.

DESIRED RESOLUTION: Replace the skylights that are in the contract and repair the drywall where they have leaked.

CONCERNING:

OPENED 26 April 2007
CLOSED 19 June 2007

Product Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: Company late to job. Hurried job because of weather. Performed shoddy workmanship. Gutters are damaged in areas. Portion of gutter not long enough to catch water. Crew left sharp nails and trash around premise. Company promised to come back and fix, but never showed up. Company representative referred to customer as "Hoss". He was told in terms I'm quite sure are clear to him not to do that again.

DESIRED RESOLUTION: I don't intend to pay the invoice for the work. The company can consider themselves fired. I'll find a reputable firm to do the work.

CONCERNING:

OPENED 19 November 2008
CLOSED 31 December 2008

Refund or Exchange Issues

CLOSE CODE: 200 - Unanswered

NATURE OF DISPUTE: On 9/30/08, I was charged \$465.00 for the removal and replacement of a rotted 16-foot piece of decorative trim and the gutter on my front porch. I consider this charge to be excessive and believe that a good portion of this \$465.00 was already included in the cost of the replacement of the front porch roof. I have called and talked to [Employee] many times over the last six weeks and he has told me that I would be receiving a refund of part of this money, and I have yet to receive a check.

If someone, anyone, had told me upfront that the replacement cost for this 16-ft piece of trim would have cost me \$465.00, I would have said no. I was not told the price until the work was completed and expected them to charge me a fair price, which they did not. The person who did the work, [deleted], told me that the work totalled 4 hours. When I questioned the charge, [Employee] told me I had to talk to [Employee] since he was the one who set the price. When I called the next day, he told me that the charge was for 4 hours work plus 1.5 hours travel time to go to Home Depot (which is 15 minutes away) and supplies. The supplies consisted of plywood, nails and a small amount of caulk (I provided the paint). Considering they were here from 9:00 a.m. - 5:45 p.m., with a 45-minute lunch break, this means he spent 5.5 hours replacing a piece of trim and reinstalling the gutter, and only 2.5 hours replacing the porch roof, which I find hard to believe.

Dealing with this company has been an exercise in frustration, particularly since [Employee] will not return my calls and continually gives me the run-around.

DESIRED RESOLUTION: I would like a refund in the amount of \$265.00. A charge of \$200, which includes the cost of the PLYWOOD used to replace the decorative trim, is fairer price.

CONCERNING:

OPENED 05 November 2009

CLOSED 29 December 2009

Guarantee or Warranty Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: They replaced our roof on 5/10/2005 with a 5 year workmanship warranty and we have had problems with it leaking around the chimney since day 1.

They have been out here several times but it always takes many phone calls and BBB threats before they come. They always do some patch work that never fixes the problem. We had a recent snow storm and it is leaking again. Our warranty runs out on 5/10/2010 and we would like to get the problem solved before then.

DESIRED RESOLUTION: We want the roof fixed right (not patch work) so it doesn't leak every time it rains or snows.

CONCERNING:

OPENED 15 July 2005

CLOSED 20 March 2007

Repair Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: [Employee] was contractor assigned to examine the flashing around a chimney structure on the roof of my home. The reason why I had someone come out is because I had streaming water into my home and his company had been referred to me by Blue Ribbon Home Warranty to do the work. [Employee] inspected the flashing and surrounding roof (not sure if he even went on top of the roof) and informed me and my fiancé that the roof was well done and that the cause of the leak was due to water leaking in through the chimney (not the flashing). He then proceeded to charge us \$45 dollars for the visit and went home. In July, after two months of leaking during periods of heavy rain, I had another contractor come and inspect the chimney for leaks. The contractor was a licensed roofer and recommended by the Rocky Mountain Masonry Institute. I went up on the roof with this contractor to discover (much to my surprise) that the flashing was poorly put together and that the leaking was blatantly a result of incorrectly placed flashing around the base of the chimney (not flaws in the brick). It was evident exactly where the water was funnelling into the roof and into the home. Recognizing the flaw in the flashing was exactly why [Company] was hired. [Company] failed to inspect and identify the blatantly obvious flaw in the flashing.

SETTLEMENT: Refund

DESIRED RESOLUTION:

I am requesting that I get my \$45 back for failing to notice a flaw in the flashing, which was why this company was hired in the first place.

CONCERNING:

OPENED 11 March 2009

CLOSED 13 April 2009

Sales Practice Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: This company writes "Member of Better Business Bureau" on their literature, yet according to your website, they are not a member. This sounds like false advertizing...This company saw fit to plaster my neighborhood with their flyer by TAPING IT TO HOUSES. The paint peeled off when I tried to remove their unsightly flyer. What gives?

Desired Settlement: Other (requires explanation)

DESIRED RESOLUTION: Cease & desist!

CONCERNING:

OPENED 10 August 2009

CLOSED 10 August 2009

Contract Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: Contract required 2 roof layers - asphalt shingle layer and a wood-shake layer - to be removed. There was no asphalt layer to be removed.

[Company] insisted that the rolled roofing under the wood shakes was a "second" layer of roofing, like a layer of asphalt shingles as stated in the contract. [Company] also roofed over four (4!!) holes in my roof without telling me about them. The work performed by [Company] failed the final Jeffco inspection TWICE due to poor and shoddy workmanship. This simple, straight-forward roofing job took three complete weeks to be finally finished. It took me one month to finally settle with [Company] - for \$1300 less than the full contract amount. I would not recommend this company to ANYONE!!

Below is the text of an email I sent to [Company] six weeks after the job was finished.

Roofing Job - 4/6-24/2009 [Owners]

The proposal, dated 2/16/2009, states, "Tear off existing shake shingles and one layer of asphalt shingles" Since there was no layer of asphalt shingles to remove, I requested that the invoice properly reflect this lower level of performance. On April 6, 2009, [deleted], job supervisor, stated that he would adjust the invoice since there was no asphalt shingles to remove. It was not until almost three weeks later that he unilaterally reversed this decision.

4/6 – [Company] workers arrive at 10 am - began the tear off work. I called [deleted] later that morning to tell him that the bid for tearing off two roofs (wood shakes and asphalt shingles) was incorrect; there was no second asphalt shingle roof to remove. [deleted] said that he'd correct the bid and lower the price accordingly.

Workers left 3 pm.

4/7 - Workers arrive 9 am.

BR workers left at 3 pm.

4/8 - Workers arrived at 8:30 am and left at 2:30 pm.

4/9 - Workers arrived at 9 am and left at 3 pm.

4/10 -Workers arrived at 9 am and left at noon.

The workers had left at noon.

I noticed a soft part of the roof by the swamp cooler. I went into the attic and discovered a 10x10 hole that had been papered and shingled over. I checked out the entire roof from the attic side and discovered three smaller holes (5x5). They were also papered and shingled over.

4/12 -Sent an email with pictures of the holes to [deleted].

4/13 - Workers arrive 9 am.

[deleted] and workers "fixed" the holes.

Workers left 3 pm.

4/14 - Workers arrived at 9 am.

workers left at 2:30 pm.

4/15 - [deleted] came for the final roof inspection. The work was not acceptable to DK; the roof failed the final inspection.

4/16 - [Deleted] called Company. [Deleted] mentioned that the flashing around the chimney was not acceptable, nor was the work around the skylights, the evaporative cooler. He also mentioned bare nail heads showing with no roofing cement covering them and the 4 holes.

4/17 - No work.

4/20 - No work.

4/21 - [Deleted] and a worker came to perform the repairs. They were on site from about 9 am until noon. They repaired the holes from the roof side and completed the shingling and flashing of the roof over the bay window.

4/22 - No work.

4/23 - A different Jeffco inspector came later in the morning for a second final roofing inspection. He also failed the roofing job and left a Correction Notice attached to the permit. The inspector contacted BR about the second, failed inspection.

4/24 - [Deleted], [deleted] and two other workers arrived between 9 and 10 am.

Repairs were made to the chimney flashing and the raised nail heads as mentioned in the inspector's Correction Notice.

As [deleted] was leaving, he mentioned that the three workers had in fact pulled off a second paper roof and that therefore the original proposal was correct. I didn't challenge him on that statement.

[Deleted]'s implication that the paper roof that was under the wood shakes was the equivalent of "one layer of asphalt shingles," as stated in the proposal, is not correct and the invoice needs to reflect this lower level of performance.

[Deleted] signed off on the third final inspection later in the afternoon. Neither he nor I were satisfied with the quality of

DESIRED RESOLUTION: I am not seeking a settlement. I have already, based on the email copied below, settled with [Company] for \$1300 less than the original contract amount.

I want this information shared with other potential [Company] customers. I feel {company} lied to me and performed poor workmanship throughout the three weeks it took them to do a job that should have been finished in three days.

It was only when I quoted them what the Jeffco inspector told me - see below - that they IMMEDIATELY agreed to meet my conditions for settlement!

[Deleted],

I am prepared to pay [Company], \$15,000. I have researched the "tear off" estimate for an asphalt shingle roof; the estimate is approximately \$50 to \$60 per square. My roof is 38 squares; therefore, the estimate for tearing off an asphalt roof from my house would be approximately \$2,000. Fifteen thousand dollars is \$1,300 less than the invoiced amount, however, it is \$700 more than the tear off estimate of \$2,000.

I talked with [Deleted] - an experienced roofer and the Jeffco roofing inspector who did the mid-roof inspection on April 10, 2009, inspected the roof on the first of three "final roof" inspections and signed off on the third "final roof" inspection on April 24, 2009. I asked [Deleted] this question: Is tearing off 90 pound roofing paper equivalent to tearing off "one layer of asphalt shingles?"

[Deleted] shared the following information with me. Ninety pound roofing paper was used in the 1970's and 80's as an underlayment for wood shake roofs. The roof on my house was a wood shake roof,

probably put on in the 1970's or 80's. His view of what the 90 pound paper represented is essentially what I said to Boulder Roofing on Day One of the roofing job. No "layer of asphalt shingles" was torn off from my roof - there was no a second layer of roofing.

[Company] agreed with this when I brought it to their attention on Day One of the job and said that the invoice would be adjusted accordingly. [Company] management personnel were on my roof many times before this job was completed. But it was not until Day Eighteen of the job, that [Company] informed me that they viewed the 90 pound paper as a second layer of roofing, comparable to "one layer of asphalt shingles;" the invoice I received was for the original amount, including the tearing off of "one layer of asphalt shingles."

[Deleted] also said that there was no comparison in effort between tearing off 90 pound paper vs. tearing off an asphalt shingle roof; he has experience tearing off both. He stated the there would be much more work involved in tearing off an asphalt shingle roof. He also doubted that 90 pound paper would have been the final roof covering on my house. [Company] has suggested that the 90 pound paper was probably the final roof material on my house before the wood shake roof was put on. I do not agree with this suggestion; I don't think homes in this neighborhood ever had their roofs finished in just 90 pound paper.

If you wish to speak with [Deleted], he can be reached at [deleted].
Please let me hear from you.
Thank you,

CONCERNING:

OPENED 05 October 2009

CLOSED 05 October 2009

Guarantee or Warranty Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: Refused to repair roof.

Roofing company did not stand behind work. They installed roof vents improperly and when called to repair they said that since they were subcontractors and the original builder had declared chapter 11 they would not repair work. Finally, the woman at the office said they would fix it but only after I paid \$120 service call charge. I agreed and they never returned my calls nor would schedule an appointment.

DESIRED RESOLUTION: I paid out of pocket for a reputable roofer (not [Company]) to repair the problem-I want an apology from [Company] for being crappy roofers and lacking customer service.

CONCERNING:

OPENED 06 August 2007

CLOSED 18 September 2007

Billing or Collection Issues

CLOSE CODE: 500 - Beyond BBB Purview

NATURE OF DISPUTE: We had numerous issues with [Company]. After speaking with our contact at the company and then the company president, [deleted], personally, we prepared a written, detailed complaint and included a check for \$40,000 with it as settlement in full of the original invoice amount of \$43,561. On our \$40,000 check, we wrote on the note line "payment in full on disputed invoice" and attached the check to our settlement letter. [Company] altered/forged the check and then cashed it by deleting the note and instead writing in the original invoice number over our notation. Yesterday, however, [Company] invoiced us for the remaining \$3,561. We have copies of both the original and forged checks and full copies of all documentation. I am an attorney and very concerned about the possible civil and criminal implications of this, let alone the validity of our payment/settlement.

DESIRED RESOLUTION: Altering a check is a violation of C.R.S. Section 18-5-102(1)(c) and is a Class 5 Felony in Colorado. In addition to potential criminal action, I would like monetary and other equitable relief. I would also like the fraudulent billing and sales practices to be exposed so that other individuals who rely on a BBB rating in choosing a roofing company are not harmed by [Company].

CONCERNING:

OPENED 08 September 2009

CLOSED 09 November 2009

Sales Practice Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: The salesman misrepresented the company, when we tried to complain, no one in management would talk to us.

I was puzzled as to why I needed to give my driver's license on the contract, the salesman told me that it was to verify that I am in-fact the owner of the house, when the office called because there was a problem with verifying my credit, I asked is that why you needed my DL#? That was the first red flag and deception, he didn't lie he just conveniently omitted information. We asked the salesman specific questions about the roofers, workers comp, immigration status and direct employees. We were told the roofers were not subcontractors that in-fact they were all [Company's] employee's. He went on to say that they never use crews that come up from Texas, implying that the other roofing companies were using illegal aliens and [Company] would never do that. He said everyone spoke English and that there would be a supervisor on sight at all times, none of this was true. We had a crew on our roof, no one spoke English, there was no supervisor and they were subcontractors. When I tried to talk with the sales manager he would not get on the phone. When I asked to speak with the director of sales he would not talk to me either. None of this would matter except the salesman told me that [Company] was not like other roofing companies; setting a very high bar of expectation. I would not have expected so much had the salesperson not told me whatever I wanted to hear to get the sale. Then when I informed them that I would not pay for the roof until it was inspected by the city, they happily informed me they will charge me 10% if the invoice is past due 10 days. Very poor customer service, creating an element of distrust and dissatisfaction. I am concerned that if I pay for the roof and there is a problem it won't be taken care of, I have no recourse at this point.

DESIRED RESOLUTION: I would like to receive something in writing from the owner stating how he handled the complaint and what he will do in the future to protect the consumers who come in contact with this particular salesperson. I would also like to hear how he will improve his customer service/complaint department. In addition, I would ask him to waive the 10% late payment fee until I get my roof inspected by the city.

CONCERNING:

OPENED 17 April 2007

CLOSED 25 September 2007

Product Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: On Nov. 20-21, 2006, a new shingle roof was installed on my home by [Company]. Unfortunately, there are numerous defects and problems with the work including:

1. buckled shingles
2. curling shingles
3. unsealed shingles
4. sections of shingles that do not lay flat
5. exposed roofing nails
6. numerous gaps between shingles at top of the fascia boards at the rakes (side edges of roof)
7. uneven/untrimmed overhang of shingles at rakes
8. uneven application of shingles over continuous ridge vent
9. improper installation of metal edge at front eave
10. damage to unsealed shingles from winter weather
11. improper flashing and sloppy shingling at skylights
12. skylights scratched up during tear off of old roof
13. newly installed soffit vents not cleared of insulation
14. total area of soffit vents as designed by CJ below minimum required for attic ventilation to operate properly
15. soffit vents not mounted flush to soffit
16. In sum, the overall functionality and appearance of the roof is that it is need of replacement or extensive repair and not that it is brand new

On Nov. 22, 2006, I notified [Company]'s sales rep, [deleted] of some of these problems. His response, even though he had not seen the roof, was, "there can't be any problems because that was my most experienced crew."

When [deleted] came to look at the roof on Nov. 27, 2006, he again stated there "couldn't be" problems. He also told me that if I didn't like the roof, "You should just call Tom Martino."

I subsequently had the roof inspected by two other roofing contractors. Both roofers advised me that the workmanship is generally poor and that the roof needs to be completely redone to obtain "new roof" standards of results.

On Dec. 11, 2006, the roof failed an inspection conducted by the City Of Boulder Building Dept. Also on Dec. 11, I contacted [deleted] and told him all of this. I stated my position that the roof needs to be redone. He said he would "talk to the owner" and let me know.

During the next 3+ months I never received a response from anyone at [Company]. (Just a bill on Jan. 14, 2007.)

So, finally, on March 17, 2007, I sent a letter to [Owner], President of [company]. I listed the problems and included 25 photos.

On March 24, I received a letter from [deleted], the [Company] project manager. He proposed doing some corrective work. But several of the problems I had listed were inadequately addressed or not covered at all. My "do over" position was not mentioned. Thus, his proposal for corrections was unacceptable.

On March 27, I wrote to [Deleted] reiterating my position that the roof needed to be redone. I explained that the defects and problems are too extensive for the piecemeal repairs he had proposed.

On Tuesday, April 3, I received a voice mail message from [Deleted] saying he wanted to meet with me at my home the next day or on Friday.

On Wed. April 4, I called [Deleted] to confirm the meeting for that day. He said the meeting needed to be changed to Friday. I asked him to let me know what time on Friday.

On Wednesday I also called the president of [Company]. I left him a voice mail requesting a private meeting with him in the hope that that might help resolve this matter.

At the end of the week I had heard nothing back from either [Deleted] or [Deleted]. The meetings which I expected to help resolve the situation never took place.

However on Monday, April 9, the city of Boulder building inspector came to inspect our roof again at [Company]'s request. The roof failed the inspection for the second time.

Most recently, just yesterday, April 11, 2007, I received a "Notice of Intent to File a Lien" against me from [Company].

Shoddy workmanship and shabby demeaning treatment were not what I expected when I contracted with [Company] for roof work last October.

But [Company]'s promise of a one-day roofing job done beautifully has turned into an all-around nightmare for almost six months.

DESIRED RESOLUTION: Reroof: Reinstall shingles correctly over the entire roof. Correct all related workmanship defects raised in my March 17, 2007, letter to [Owner].

CONCERNING:

OPENED 09 September 2008

CLOSED 20 October 2008

Customer Service Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: [Company] installed a new shingled roof on my house 2007. A leak appeared in Aug of this year and I notified [Company]. The inspection team found the leak to be a faulty seal

around a ventilator and repaired it. I assumed it would be a warranty item. However, I was billed for it later. I called the company about this and was promised a call back which hasn't happened.

DESIRED RESOLUTION: Please explain why this is not a warranty repair

CONCERNING:

OPENED 02 June 2008

CLOSED 02 June 2008

Customer Service Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: Company damage deck, gutter, concrete. Management is unresponsive to Customer Concerns and not interested in preventing problems. Management says they have no control of their crews. Management unable to supply the 50 years warranty paperwork so I can register my roof. No advice was given as to the suitability of this roofing brand for Colorado.

DESIRED RESOLUTION: I finally gave up due to no response from management only the run around.

CONCERNING:

OPENED 21 April 2008

CLOSED 25 June 2008

Refund or Exchange Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: April 18, 2008

I am writing for the second time re: a job I had done on August 20, 2007 that cost me \$1526.00 to repair. The first complaint was on March 18, 2008 to the Troubleshooter.

I was told on the original estimate @ \$1526.00 by the roofer ([deleted], who has since been fired) that he could do the job right or he could do the job wrong @ \$300.00. I chose the \$1526.00 fix.

After the repair was completed ½ the problem was still there (a dripping at the gutter).

For months I tried to get someone to check this out and repair the problem. I made repeated phone calls w/no reply until I made a nuisance out of myself by calling several times a day. When [Deleted] (manager I was told later by the now supposed manager) finally responded I was told that a manager would come by to check it out. Again the game of me calling & calling w/no one coming out or calling. When someone did finally come out I was not here & a large diverter ([Company]'s words) was put up. It was unsightly and very unprofessional looking (I have pictures). I was told that it was fixed incorrectly because I used the wrong terminology (leaking VS. dripping).

Several more months went by with no response again when calling about the diverter so I submitted a complaint w/the Troubleshooter.com. That's when I was contacted by [Deleted] (spelling?).

The problem was finally rectified by increasing the length of the gutter by 1 inch (the cost being \$300.00).

My question to them was why did I need to spend \$1500.00 when a less costly repair was available? Again the fault was shifted to me in that the roof was incorrectly done in the first place.

So why was ½ the problem still there when supposedly done right by them??

I spoke w/ [Deleted] again on April 10, 2008 and @ that time we agreed on \$600 refund which would be in the mail that day.

Come Tuesday, April 18, 2008, not having received the check I again called and left a message in [deleted]'s voice mail. I called and left messages also on Wednesday and Thursday. After the 6th time the receptionist went looking for [Deleted] who said she was out sick and that's why she hadn't called me back and would call me Friday afternoon. Friday @ 4:30PM I called her back as she had not called.

I spoke w/ [deleted] and she now told me she would only refund \$300 because according to the owner ([deleted]) they lost money on the job because of my incorrect terminology and the roof was done wrong in the first place (not really my issue). When I asked to speak to the owner I was told he wouldn't talk w/me because the owner of Sears didn't speak to customers. I asked to have him call me and was told he might call me back if he has time and then he would not call me back.

I will never do business w/ [Company] roofing again. The company and its employees don't have time to talk w/customers, it has taken EIGHT months to have the job finished correctly, and they have gone back on their word regarding the refund. To me, that is NOT good service.

Thank you,

CONCERNING:
OPENED 27 January 2010

Repair Issues
CLOSE CODE: 0 - Pending

NATURE OF DISPUTE: We recently had a roof replaced and had an unpleasant experience dealing with the roofers. Final inspection showed new damage and shoddy repairs. The following is a summary of the letter that we sent to the roofing company:
To Whom It May Concern,

We are sending this letter at the request of our insurance company, and to better explain the answers we provided on the survey that was sent with our invoice. Our initial experience when we began the process of obtaining an estimate was a positive one with [Company] We signed a contract on August 25th, 2009 and were told that we would be contacted in the next four to six weeks to set up a time for the work to be completed. At the first of October, we had not received any further contact, so we called and were advised that some of your work crews had been let go and you were running behind schedule. We were out of town for a couple of weeks at the end of October, but we received a call from a neighbor stating that shingles had been dropped off on October 22nd. At the first of November, we still had not heard anything, so we again called to check the status. We were told that work would likely begin during the week of November 9th. Due to a change in our schedule around that time, we requested that the work be done during the week of November 16th instead. We were told that would not be a problem.

On November 18th, [deleted] received a phone call asking if a trailer could be dropped off during the day and a crew could start shovelling off the roof. She told them that would be fine. She then pulled her vehicle out of the garage and left it out all day. No one showed up to drop off the trailer or do any work on the roof. The next day, some time during the morning, a trailer was dropped off in our driveway while [deleted]'s vehicle was parked inside the garage. No one called or even knocked at the door to see if that would be a problem on that day. At approximately 1:00pm, [deleted] noticed the trailer outside and called the main office number to tell them that this was a problem, since she needed to get her vehicle out to pick up kids from school. She was told to call a supervisor by the name of [deleted]. She called [deleted] and left a message. At 3:00pm, she still had not received a call back, so she called the main number again. At 3:20pm she received a phone call from [deleted], stating that work was set to begin the following day, Friday November 20th. She told him about the problem with the trailer and her car. He stated that he would call [deleted]. About ten minutes later, [deleted] received a call from a female [Company]'s office stating that there would be a charge of \$150.00 to move the trailer. [Deleted] told her that was not right, and she could send someone to get all of their "crap" off the roof along with the trailer and we would not be needing their services. The woman hung up on [deleted]. Fifteen minutes later, Jim called and stated that someone would be coming to get the trailer, but they were coming from Denver. [Deleted] had to find a ride to and from the school in order to pick up our children since her car was not available. Someone did arrive to pick up the trailer and move it out of the driveway long enough for her to get her vehicle out at approximately 4:40pm. The work on the roof was done over the course of Friday November 20th through Monday November 23rd. On Tuesday, November 24th, we got on the roof and looked at the work. We noticed that there was tar splattered on the siding, dirty hand prints everywhere on the walls, nail holes left in areas of siding, paint stripped from areas where hammers had been pounding on siding and from areas where the original roof had been pulled up.

On November 25th, men came to the house to replace the pieces of siding that had been removed. There was still a layer of light black specs covering the siding only in the area of the new roof. They stated that they did not do this. We were left with these black specs, nail holes in the siding, broken and improperly replaced trim pieces, and scratched gutters. Repeated requests to return and repair have been unsuccessful.

DESIRED RESOLUTION: For two months we have been speaking with the roofing company, but have either been ignored or repeatedly put off. We have emailed photographs of the damage they caused, including the black specs that we believe to be from sealant they applied. We even contacted the siding company who advised us that this was the most likely cause of the specs.

We are requesting that someone with authority return to our residence and inspect the problems with us so that we can come to a resolution. We would like [Company] to return and properly repair the nail holes, fix the trim, repair the scratched gutters, and clean or replace the siding with the black spots all over them (since the spots were not there before the work, and they are only in the areas of the roof work and up those sides).

We also wanted to make sure the BBB was aware of our experience with this company.

CONCERNING:

OPENED 21 September 2007

CLOSED 31 January 2008

Service Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: [Company] was to complete the roof repair on our house within 4 days starting on July 2nd; the job to date (9/19) has still not been finished. It has been over 78 days since the job started and we still have damaged shingles and unfinished work to be completed.

In addition to the work not completed, workers left the roof uncovered over the weekend of July 7th and we had damaged to the ceiling and walls of our bedroom from water coming into the house where [Company] had not properly covered the roof.

DESIRED RESOLUTION: [Company] needs to finish the work on the roof and adjust the invoice for materials and labor that were not performed on the job.

[Company] needs to pay the cost of repairing the ceiling damage due to their negligent work. An estimate will be provided to [Company].

CONCERNING:

OPENED 17 November 2009

CLOSED 14 December 2009

Service Issues

CLOSE CODE: 111 - Assumed Resolved

NATURE OF DISPUTE: Improper installation on roofing job, including flashing and damaged vent that was caulked and disguised with spray paint.

After numerous calls, [Company] finally sent someone out to look at flashing. City of Arvada inspector discovered vent pipe damage and reported to [Company]. I called and spoke to [deleted], who said what both I and the city inspector claimed was impossible. Interesting, since they had never sent anyone to the location to do a follow up inspection of their own crews work. The bill had already been paid, so they have been impossible to get an honest response or interest in correcting the issue.

DESIRED RESOLUTION: [Company] needs to correct ALL the incompetent installation issues.

CONCERNING:

OPENED 13 August 2007

CLOSED 13 August 2007

Customer Service Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: Called for a roofing repair and was told Monday 8am appointment. After 8am on Monday received a call stating there were other emergencies and my appointment was pushed back to Thursday 8am. Today received a call after 8am stating there was another emergency and that

someone couldn't be out until the afternoon. I feel it is unacceptable for my repair to be put on the back burner twice in one week because someone else's emergency takes precedence.

DESIRED RESOLUTION: NA

CONCERNING:

OPENED 14 September 2009

CLOSED 14 September 2009

Billing or Collection Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: Employees threaten to sue for warranty repairs done on roof replacement. State Farm recommended [Company] for replacing our damaged roof. The roof was replaced in November 2008.

Sections of the roof blew off in strong winds three times between December and March. [company] repaired the damage and billed the shingle manufacturer, Owens Corning (OC), for the work. They told me that the shingles were defective.

[Company] presumably cashed the first check for \$1748.78 without my signature even though the check was made out to both parties. I asked [Company] and OC for an explanation of the claim and received it from the shingle company.

In June, [Company] called and asked me to sign another check that they would send. I told them that I would sign the check but asked for them to send an explanation of the claim with this. Both checks and subsequent letters from the shingle company state clearly that the sums provided release them from all liability pertaining to the claim.

I received the check in July but without any explanation. I called several times asking for this information but received no response other than a verbal one saying it was for the repairs and, eventually, a copy of [Company's] warranty. In these phone calls I tried to make it clear to [Company] that I would be happy to sign the check over to them but that I wouldn't sign the check without an explanation of the claim since I couldn't know what I was giving up on their behalf. A copy of the original claim would be adequate if the claim was legitimate and specific enough to not void my 30-year shingle warranty.

After several strongly worded calls from [Company] asking for the check back, including one threatening to send me to "collections," I did send it back on August 29th but it was unsigned by me. My letter to them, and copied to OC and my insurance claim representative, explained that I wouldn't sign the check without an explanation as to what the check was for, written assurance that the endorsement of the check would not waive my OC roofing warranty, and a written statement indicating that neither my property nor I owe [Company] any money.

Over the holiday weekend I received an e-mail from an OC representative that implied that the unclaimed area has remaining original warranty and replacement shingles have a new warranty. Unfortunately it is still not clear as to what the claim and payment is for.

My insurance agent and my insurance claim representative have suggested that I not contact [Company] directly anymore and that they would handle the problem. The check is apparently now stale and would need to be reissued by OC. A [Company] employee called today and said that they were taking me to "small claims court" and "collections."

DESIRED RESOLUTION: I would like [Company] to cease threatening me with legal action or other financial threats.

I would still be happy to sign a reissued check from Owens Corning after I receive an explanation as to specifically what the check was for, written assurance from Owens Corning that the endorsement of the

check would not waive my Owens Corning roofing warranty, and a written statement indicating that neither my property nor I owe [Company] any money.

CONCERNING:

OPENED 14 May 2007

CLOSED 14 May 2007

Customer Service Issues

CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE:

To whom it may concern,

I recently experienced a leak in the roof of a residential investment property I own in the Denver metro-area. Upon seeing the [Company] ad in the Yellow Pages with your BBB symbol, I decided to give them a call. My initial inquiry was met with a nice representative who informed me that in a week or so they could send someone out to inspect the roof for \$85 and give me an estimate to complete. To this, I agreed.

A couple days later a second representative called me to inform me "a crew" would be at my property the next day. I told the representative I still had not met with the individual who (for \$85) would give me an estimate. She informed me that the crew would tell me how much their work was going to be, and that if it went "beyond \$500 or \$1000" I would simple turn it into the insurance company.

I responded to this by saying I didn't feel comfortable authorizing a crew to begin work if they didn't know what they were faced with, and that I wanted to go ahead with the \$85 inspection. She again said that the crew would tell me what the costs would be and that if I thought it was too high I would simply pass it on as a claim to insurance.

I told the representative that if I decided their bid was too high, and if I chose not to submit it to insurance, what would the cost be for their time for coming out to the property. To this, the [Company] representative replied "I hope you can find someone to work with" and hung up on me.

I don't think this is the type of business you want associated with the BBB. A company that advocates random submissions to insurance companies are the very root of why insurance fees have continued to rise over the years. It seemed to me to be a strong-armed tactic to get the business, and when pressed with basic questions on billing amounts, or why their initial \$85 estimate fee was no longer valid, decided to hang up on me, when I had conducted myself in a professional manner.

I own eight residential properties in Denver, and have quite a few business contacts in the area. I will be sure to spread the word on how unprofessional [Company] conducts itself, and the fact it is a BBB member.

Sincerely,

CONCERNING:

OPENED 20 April 2009

CLOSED 23 July 2009

Service Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: This job has been problematic from the beginning, which was approximately four years ago. The original sales person did not complete the job to my satisfaction or the City Inspector's satisfaction. [Company] failed the midway inspection because they did not have a ladder. They have never had a final inspection. The back deck holds a pool of water and has leaked twice - once into the kitchen before the remodel ([Company] came out and repaired it) and once into the newly remodelled kitchen which will require drywall repair, and potentially electrical and structural repair. The front deck was done once, and then required by the inspector to be redone. While the deck was being re-done, the inspector was horrified at how the work was being done. Since a remodel was going on, there were workmen with about four different saws. [Company] instead chose to hammer the edges to

break them because they didn't come prepared with a saw and they decided not to ask to borrow any of the saws already set up. The front deck also held a pool of water and leaked through the ceiling of the floor below causing structural damage which was required by the inspector to be reinforced. Every time I or my contractor has tried to get [Company] to finish the job properly, the [Company] representative argues, sometimes shouts, and either refuses to do the job or says he will and then does not. The [Company] representative said he would try to fix the pooling on the back deck over a year ago and has not. My contractor called him multiple times and never received a return call. I cannot argue with [Company] anymore. The owner is aware of the problems and has done nothing to fix them. Another roofing company came out and looked at the work done by [Company] and pointed out multiple problems with their work. Between the argumentative representative and the poor quality, this job has been a complete disaster. The original sales rep was [Deleted] (sp?), and the representative who has been so difficult and argumentative all while refusing to finish the job is [Deleted]. The amount that was paid in full was \$15,900. Please do not endorse [Company] anymore - they are AWFUL to deal with and they do TERRIBLE work.

DESIRED RESOLUTION: After approximately four years of trying to get this job finished, I am finally going to pay someone else to do the job properly, and I am looking for [Company] to pay that bill as well as the cost of any repair needed inside. Further, I am looking for [Company] to refund an additional \$3000 for all the trouble this has been.

CONCERNING:

OPENED 26 March 2007

CLOSED 16 April 2007

Repair Issues

CLOSE CODE: 110 - Resolved

NATURE OF DISPUTE: We purchased a new roof from [Company] in Sept. of 05. Roof had looked like it was done properly until we had a rain storm. We noticed water dripping from light can in kitchen ceiling. Someone employed by [Company] came out and said he couldn't find anything wrong. When I asked about the repair to my ceiling, he said he didn't have his camera with him and would get back to me. I called the office, and talked to a gentleman and never got a reply back. Second episode was after a snowstorm in 06. We now have about a 4 foot splotch of brown from water dripping through the kitchen ceiling along with the original stain around the light fixture. I talked to [Deleted] on Mon. Feb. 5th at 8:20 am she said supervisor would come out on Tues Feb. 6th. No call and no supervisor. Called again on Thurs. Feb. 8th and left a message on [Deleted]'s voicemail stating that I was getting a bit irate at the way they are doing business and if they didn't have someone out here by Feb. 14th I was going to file a complaint, Talk to Paula Woodward from Channel 9 news and Contact Tom Martinos office about this "outstanding" company he was promoting. After talking with my lawyer, He suggested I follow through with my original plan and go from there. And by the way, there is a 3rd leak now in our hallway.

DESIRED RESOLUTION: I would like our roof repaired to satisfaction and our ceiling replaced and painted where damaged.

CONCERNING:

OPENED 11 November 2008

CLOSED 09 January 2009

Billing or Collection Issues

CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: [Company] failed to communicate & disclose additional work and additional charges until after we paid our total bill in Full (on 8/14/08). Additional charges (invoice #1192) were billed to us over 30 days (9/15/08) after we "paid in full" for all the work completed.

9/24/08 am: I talked to [Deleted]. She wrote down the information about invoice #1192 and said she will call me back or have [Deleted] call me or [Deleted] call me.

9/24/08: [Deleted] called me back and said she will inform me about the charges by Friday 9/26 and don't worry about the invoice #1192. I didn't get the call back from her later that week.

10/21/08: I got VM from [Deleted] and she was following up about us paying extra invoice #1192. (I was out of the Country)

11/5/08: I followed up with [Deleted] when back in Country. Communicated to [Deleted] that I don't feel resp. for that bill, that we didn't get any call back explaining the charge or advising work that wasn't on the estimate. [Deleted] once again promised to have [Deleted] call me. I was adamant that [Deleted] is responsible for those charges.

11/5/08: My husband [deleted] called [Deleted] about charges and for explanation and [Deleted] mentioned this invoice was mistake and we did not need to pay. [Deleted] requested a fax be sent to us stating the same. [Deleted] agreed to send fax stating we were not responsible for extra charges invoice #1192.

11/6/08: FAX not received, so [Deleted] followed up with [Deleted] again about this, and she said she would send fax, [Deleted] even gave her another fax number to fax it to.

11/07/08: FAX never received.

11/10/08: FAX never received, so [deleted] followed up with [deleted] again, and now [deleted] says that we are resp. for payment, and explained that invoice #1192 is to cover additional work that needed to be done on roof. Here is detail of their explanation from email:

"We replaced 14" HVAC Base flashing 10" storm collar, painted roof flashing to match. Section number 6 of our contract - Replacement of deteriorated decking, facial board, roof jacks, ventilators, flashing, or other materials, unless otherwise stated in this contract, are not included and will be charged as an extra on a time and material basis."

11/10/08: [Deleted] called me and explained the extra charges as "those were discovered while they were tearing off the roof".

We are confused and upset as to why [deleted] keeps telling us "not" to pay this bill, and now changes her mind and tells us we have to. We do not feel comfortable paying for work that was never communicated nor disclosed before, during or after the roof work and payment of contracted services.

Additional Info:

After the roof was completed, there was no follow up with us until [Company] asked us to pay the bill. [Deleted] requested that someone at [Company] would follow up with him to discuss the bill and work they completed, in order to make sure all the items in the contract got covered. [Deleted] set an appointment for this with [Company], and nobody showed up. When [Deleted] followed up with [Company], they just sounded really bothered that he called, and finally sent a field manager out to go over the roof work with him. The Foreman went over what they did on the roof with [deleted]. (NOTE: It was never mentioned that there was extra work completed, nor extra charges that would be added to our bill). While [deleted] was going over the roof, he noticed several bare spots (approximately 10) that were the size of a quarter that were bare with no sand/gravel. [Deleted] asked the foreman about these, and the foreman took pictures of this. The foreman mentioned this was poor craftsmanship on behalf of the crew working the roof. The foreman mentioned this should not have happened, looked disappointed, and he took the time to repair them with some extra gravel and roof tar/cement.

DESIRED RESOLUTION: We already paid the original bill and the contract in full by the deadline and were told that it was paid in full. We do not feel comfortable paying more (additional invoice) after [deleted] told us on several occasions not to worry about paying for this extra bill. We do not trust [Company] now and this process and are scared we may get more bills from them, since when my husband originally paid the bill they said this was "paid in full" and "on-time" and there would be no other charges. [Deleted] even came into Denver, into their office in person, to pay this with a credit card since they would not take credit card over the phone.

We are seeking to work this out fairly with BBB's help. We would like to get BBB's input on this situation. We do not feel comfortable paying the extra invoice #1192 since [deleted] told us on several occasions to not pay it, and the work was never disclosed & communicated before, during, or after the roof work completed.

We also feel this relates to being a customer service issue also, and would like to see this documented as such.

CONCERNING:
OPENED 09 September 2006

Service Issues
CLOSE CODE: 1 - New Complaint Pending

NATURE OF DISPUTE: Roof not complete, Roof wavy and not properly installed. I had to pay someone to do the clean up. Damage to window frames and around by garage the roof has not been completed. I called another roofing company and they confirmed that it was a very poor job and the job was never completed.

DESIRED RESOLUTION: I would like the roofing company to come and complete the job and correct mistakes they made installing the roof,

CONCERNING:
OPENED 02 September 2008
CLOSED 02 September 2008

Billing or Collection Issues
CLOSE CODE: 600 - Letter of Experience

NATURE OF DISPUTE: We requested a copy of the bill with the remaining balance owed two months ago, never received anything. Finally was contacted last week and [Deleted] stated that we were being sent to collections if we did not pay immediately, I stated that I needed a copy of a bill, she said that she would not wait a week until I received the bill. I called back to have it faxed, the next day I received the bill in the mail. We are still being sent to collections even though we never received the first bill to pay what was owed. I have already sent a payment of 6500 and was just waiting for a bill to pay the rest off. [Deleted] is very rude and treats customers awful!

DESIRED RESOLUTION: Better collection practices and personnel to aid in customer payments.

CONCERNING:
OPENED 13 May 2008
CLOSED 11 July 2008

Billing or Collection Issues
CLOSE CODE: 121 - AJR

NATURE OF DISPUTE: The complaint we have with [Company] are as follows:

1. Billed for more than actual amount of material used.
2. Billed twice for same work to be performed on difference invoices.
3. Excessive amount charged.
4. Bill was not approved prior to work being done only presented after work done.

Work was done on April 18, 19, & 20th of this year at [Deleted], Westminster, CO. 80030. Our salesman was [Deleted]. The person we have tried to work with is [Deleted]. We were presented with three invoices #'s 140, 141, & 150. We were presented with two of the invoices 4/18 and paid them 4/24 even though the work is not completed. When we were presented with invoice # 150 we were shocked and disappointed for the above reasons. We have exchanged e-mail with [Deleted] trying to work out a fair settlement but have been told it will be turned over to their collection agency. I am sorry we have to bother you but bullying is not right. I have saved all the e-mails between [Deleted] & I if you would like to see them. I believe this sums up the problem from my last e-mail to [Deleted] and his response as follows:

From: [Deleted]
Sent: Friday, May 09, 2008 7:24 AM
To: [Deleted]
Cc: '[deleted]'; [deleted]
Subject: RE: Excessive charges, Invoice #150

I'm sorry but your proposal for settlement for \$206.00 is not acceptable. I will be turning this account over to our collection agency.

From:
Sent: Thursday, May 08, 2008 5:41 PM
To: [Deleted]
Cc: [deleted]; [Deleted]; [Deleted];
Subject: Excessive charges, Invoice #150
[Deleted]

Thank you for the detailed invoice. I think the error is on the quantity used. The boards were only 6' rather than 8'. I found an end of one of your boards with a tag attached to it that had dropped through the roof so I took it to Home Depot and had them scan it. It was a 6' board for \$5.86 that would have been my cost rather than a contractor's cost. If you multiply 6 X 14 you will get 84'; I had measured 82' used on the roof. If you talk to [Deleted] he will tell you a large amount of the wood (18') went where the two square vents were removed. You had already billed us for that on "Addendum 339-Replace Decking - Remove Two Square Vents" and we have already paid that bill. That leaves us with 84 - 18 = 66'. I know your roofers are professionals, so for them to take more than an hour to put down less than 70' of decking would be stretching it - but let's go 2 hours for time. Now we have something to work on. I submit the following amount:

$\$66 \times .30 = \$19.80 + \$66.00 = \86 rounded up for decking and 30% markup.
 $2 \text{ hours} \times \$60.00 = \120.00 for labor.
Total Amount = \$206.00

Plus I paid an additional \$50.00 to the roofers directly.

If you will make the above changes to adjust invoice #150 down to \$206.00, we will submit payment.

We also need to address the wrong shingles used to fix the rake on the front of our house on the North side. You are aware they did not build up the rake as agreed upon and paid for on "Addendum 339". One side was done, back of house-north side. Ron had someone come to build-up the front of house-north side for ten rows up. That is where he used different shingles than what you originally installed. Those we see every day we leave to work and when we come home. We also have the other sides of the house that need the rake built up. What should we do about completing that?

Thanks for your time.

Apparently my way isn't working. Thank-you for taking the time to help me with this.

P.S. I'm only 56 so I answered no to being a senior citizen but I guess it depends on the age of who's reading this. :)

DESIRED RESOLUTION: I've copied the e-mail request I sent [deleted] in describing our complaint. I feel it's fair considering we would not have had them do it in the first place if they would have told us the amount ahead of time or would the amount have been less if they had to "sell" it to us beforehand? We do not want to cheat anyone but theft is theft whether by gun or pen.
Total Amount = \$206.00

Consumer's Original Complaint:

Roofers have failed to provide me with invoice, yet has billed State Farm for my items that have not been repaired. [Company] salesman knock on my door approximately March 09. Said he could put on a new roof for free! They did install new roof in May 09. However the initial roof estimate was \$9000, then ballooned to over \$12,000. July 09 hail storm requires new roof. [Company] salesman was there the next day. State Farm estimated all repairs at \$16,000. Roofer has billed State Farm for \$19,000 yet has not installed gutters, vents, and charging for several services NOT performed. I have not received an invoice. Yet the roofing material companies are filing intent to lien on my property, just received

intent to lien for roof material for May 09 re-roof) on my home due to [Company] not paying bills. Billing insurance companies for work not performed is not ethical.

What I have learned from [Supplier Company] the last material supplier was [Company] has not paid them for many of the roof materials. The manager showed me a stack of intent to file lien docs, only for [Company] customers! [Company] has not collected from customers, and not paid vendors for some time, in my case they took over a month to purchase the city permit for the Sept 15, 2009 re-roof, never paid American Roofing, I did that, and have not paid the original roof material company from the May 09 roof. Pacific Coast has filed intent to lien and I received that on Nov 20, 2009.

Consumer's Desired Resolution:

AFTER the roof has been inspected by the city of Arvada and has passed, I would like an invoice for their work performed. [Company] to NOT perform any more repairs on this property other than any directed by the Arvada inspector. [Company] to NOT charge me for repairs that have not been performed, yet have billed State Farm for. I will hire a professional for repairs not yet completed. To satisfy all intent to lien holders, currently Pacific Coast Supply, LLC for \$3,851.63 for May 09 roof. I did pay American Roofing Supply on Nov. 16, 2009 for Sept 09 roof. A manager has attempted to contact me by phone. I have not answered or replied. However I did go into their office about two weeks ago. The owner was there, would not even look at me or even give me the courtesy that I was there, yet I was about four feet from him. The lady that did help me was courteous and helpful. If the owner of a company could not say hello, how can I help you when I owe him money, then I don't know what to say. Simple results, city inspection of roof, pass inspection, not other repairs, except any required by the inspector, invoice me I will audit that invoice and pay according. Thanks

Consumer's Original Complaint:

Misrepresented product being sold and this company is not Gaf-Elk Master Elite certified to install. Therefore lifetime warranty is reduced/invalid.

On 23 June 09 we signed a contract with [Company] for a total roof replacement (totaled by tornado in early June). We discussed our roof/shingle options with [Employee], the sales representative of [Company]. He convinced us to use the Gaf-Elk Timberline Lifetime shingle. When we asked about its appearance, we were told over and over again to "think thick". [Employee] didn't have a sample but stated it was the thickest shingle Gaf-Elk makes in this line of shingles. This shingle was chosen for its high definition rich look, we were told it was impact resistant (which would qualify for a insurance discount) and would withstand wind gusts of up to 130 mph, with a Lifetime Ltd. Transferable Warranty and [Company] could install it without any problems.

Not only is this shingle not thick it does not meet any of the description that was provided by [Employee]. It is a lifetime roof but a different version than what he presented.

I went on line to investigate this replacement roof/shingle and by accident found that the full Lifetime Warranty provided by Gaf-Elk on this roof is only valid if installed by a company that has a Gaf-Elk Master Elite Certification. [Company], [Address], Englewood, CO. 80110, [Phone] does not have this certification according to the Gaf-Elk company. They didn't have the certification when we signed the contract or when they installed the roof (28 July 09) or as of today. (31 July, 2009)

I contacted the owner of [Company] ([Owner name]) to complain and was told I quote "you got what was put on the contract". He also basically said it's our word against yours. (Nothing in writing)

We were contacted by [Employee] several hours later, who stated that they were working on obtaining their certification. This does not help us----our roof is on. It is our opinion this company misrepresents itself, and uses fraudulent sales practices to obtain contracts. We did not get the look we desired nor does it appear we will get the full warranty. How many others are in the same boat and may not realize it? I would not recommend this company to anyone. We are still trying to get them to schedule an inspection with the City of Aurora to get this signed off and approved. They seem to be unwilling to do this. Being the homeowner I contacted the City of Aurora and they will inspect the roof on Monday 3 Aug. 09. They said the contractor is not required to be present.

Consumer's Desired Resolution:

Replace roof with materials that were presented to us using a company that is Gaf-Elk Master elite certified to ensure full lifetime warranty and insurance discount.

Consumer's Original Complaint:

[Company] installed a Gerard Metal Roof on my home in 2000 for the price of \$19,000. The representative explained that we could leave the existing roof in place so we did. When I asked why they use nails rather than screws to hold the panels in place, (screws are more effective in our high winds), he replied that they had installed "thousands of roofs using the nails and had never had a problem.) We now have paint peeling off of fascia and soffits due to our roof leaking. [Owner], [Company's] owner, came out and inspected our roof. He said they no longer leave the existing roof in place because they cannot install ice and water shield on the deck, which is necessary in Evergreen. This is why my roof is leaking. In order to stop the leaks, he will have to remove the first four rows of metal panels, remove the old roof, install the ice and water shield and then re-install the metal panels. He also stated that they now use ring-shank nails to install the panels because they hold in high wind conditions, where a regular nail doesn't. [Owner] indicated that my leaking roof was out of warranty and that he would repair it for \$5000.

I believe the original installation was faulty. I should have been told that it was best to remove the shingles so ice and water shield could be installed. If the roof had been properly installed, it would not be leaking now.

I am now seeking a full repair from [Company] to stop my leaks, replacement of any fascia or soffit boards that may be damaged due to the leaks, replacement of the standard nails in my roof with ring-shank nails, and paint in the areas where paint has peeled as a result of the leaks. Because I was misled with respect to there being no difference in removing the shingles or leaving them in place, I will also seek to apply the deceptive trade practices act which awards treble damages.

I hope [Company] will do the right thing and repair my roof.

Consumer's Desired Resolution:

I want [Company] to repair my roof as described to me by [Owner]--remove the four rows of panels, remove the old original roof, prepare the decking and install ice and water shield, and replace the panels. I want him to remove the standard nails on the entire roof that I was told would hold but don't with ring shank nails. He is to replace any damaged fascia and soffit boards and pay to have the damaged areas repainted.

Consumer's Original Complaint:

Contract does not specify price for roof and gutters. Fraudulent documents presented to insurance company for final payment.

Contract was based directly on Insurance adjusters quote and maximum monies insurance company COULD provide. Delays in materials and work caused tension. Subsequent damage and improper repairs instituted a flurry of documentation and photos by their salesman all leading to a forced negotiation of an amount deducted from initial payment to cover repair expenses. When agreed check (\$7,027.31) was written to [Company] on 12/01/2009, [Company] asked for me to sign document allowing State Farm to pay them directly. I flatly, and in no uncertain terms, refused. [Company] submitted (to State Farm) that document anyway along with an "invoice" for the entire \$11,991.71. NO documentation of the monies paid or monies deducted for repairs, appeared on this "invoice". The "invoice was just a copy of the adjustors quote put on [Company] letter head.

Consumer's Desired Resolution:

[Company] provides a paid in full invoice and full warranty in lieu of any additional monies paid.

Consumer's Original Complaint:

This contractor did a very poor job replacing the roofing on my home. They damaged the siding, several other areas, and yard covered in nails.

Many problems replacing the roofing on my home. They damaged my siding, left shingle edges irregular, split wood trim, did not correctly install the boots around the stand pipes, and they severely bent flashing during tear-off and reinstalled it bent - right at the front of my home. In addition during removing the old shingles they did not use any tarps nor any container, they just dropped it in my yard. Leaving hundreds of nails and sharp sheet metal pieces. On 8-22-09 the day they finish, I called my salesperson to report the problem. It took them another week for their quality manager to inspect the damage. Their own staff stated it was the worst job he had seen, I was told that the crew was fired, and foreman docked, in a tone like it was my fault (too late for my house though). On 8-27-09 they

promised to repair but I called the person assigned [Employee] on 9-4-09, he could not remember who I was nor any of the problems. He asked about our permit number but we cannot locate a permit for this job. We picked up most of the nails ourselves and their inspection people were shocked at the number we found, I am afraid for our child to play in the yard.

Consumer's Desired Resolution:

I'd like the all the damage repaired and damaged siding replaced to a reasonable condition it was in before the roofing job. I'd like repairs to be completed by 8-18-09 and be kept informed about the progress. The roofing job itself brought up to the high standard they represent when they sell the job. An independent inspection of the repair.

Consumer's Original Complaint:

9-27-04 we filed a hail damage claim for our roof. [Company] was hired to replace our roof. [Company] [(Employee)] found a leak in our roof that had not been noticed. He went to the insurance company to get additional funds to fix the leak. This year the leak has returned and it is worse. The roof now has a bow in it where it should be flat (I can e-mail pictures if necessary). In addition, a flashing was not put on the roof. I have asked [Employee], of [Company], to come out and fix both several times. He has said he fixed the flashing (he never has). He came out 3-15-07 to look at the leak. He observed the damage inside. He said he would be back that Monday to fix the damage and said he had the shingles in his storage in order to do the job. He never returned. Now he won't return my phone calls.

Consumer's Desired Resolution:

I have indicated that I would like my money back due to the fact that Manness has not done the work that they promised to do. I would like to get it fixed before we have more damage. The full refund of the job is requested so that we can pay to get a responsible roofing company out to fix both the roof and the interior of our house. I do not trust Manness to do the job; both on the basis of showing up and their workmanship. It is evident that they did not replace the decking of the roof where the original damage was and were hoping to just get by with a less than professional job.

Consumer's Original Complaint:

[Company], is trying charge money for work they failed to do properly and for other insurance claims that they didn't have any part of. [Company] has failed to anything right from the beginning. They stood me up when the claims adjuster came out. Took 3 months to do a job quoted 2-3 weeks. Gutter sections were spray painted instead of ordered. They spray painted my driveway, my house, on the face boards, gutters still all leak water. Gutters sag, dip and bow. Shingles were split during the gutter install. They fixed part of the house with rotted used boards from the patio I tore down. They broke my back patio light. Also I went to the attic some roofing boards are missing chunks out of them from their install. Pretty much the entire project needs to be redone. The roof is poorly done and needs to be replaced. [Company] also is trying to charge me for the patio I tore down myself. Which states in their contract they will do the work for the claim amount. That amount included my patio that they had no part in. I paid [Company] in full minus \$400 in damages, the patio I tore down, the gutters that don't match and were spray painted. I have notified them several times of the problems with their work and will many other problems not listed in here. So they decided to sue me, and I am setting currently working with Allstate and a lawyer for a counter suit for [Company] to pay back the money, so I can get a roof that isn't in worse condition than my prior roof.

Consumer's Desired Resolution:

[Company] can either go to court and face a counter suit to have the roof and gutter replaced at their expense. Which has been view already review by a contractor and agree this is the correct course of action to take, or [Company] can drop their claim and refund me \$1,000 for the additional damage to roofing boards I found damaged by their company while in my attic and call it even. I will bring in a section of the gutters that were spray painted and about 50 pictures of all the damages they cause and of their shoddy workmanship, along with their contract showing they would only charge me for just the claim amount of the roof and show they are trying to take money that wasn't for any work they performed, along with the adjuster's printout. Their lawsuit has no substance so I'm confused on why they are suing me when it should be, and will be me suing them.

Consumer's Original Complaint:

Contracted with this company and paid them in full and they have not lived up to their agreement and have not paid subcontractors. We signed a contract with this company on 18Jul2009 to fix our roof and other repairs do to hail damage. They told us that they would also be able to fix other issues with no problem. We paid them in full 11,694.00 prior to any work done in good faith. Tonight, 12Oct2009, we were notified by the subcontractors (the roofers) that they have not been paid by [Company], so they are going to be putting a lien on our house tomorrow. These roofers were told by [Owner] that we had not paid her, so in return, she could not pay them which is a total lie. [Owner] was notified tonight what the roofers had told us and she stated that she will be taking care of this. We have been waiting for two months for unfinished work (problems with sky lights they installed and damage done when they installed our gutters) to be completed since Aug 2009. [Owner] does not return phone calls, and when rescheduling work, the person doing the work does not show up only to be told another excuse by [Owner] of why they could not do the work on that day. We have had nothing but the run around and excuses of why the work cannot be completed this day or this week. Every time you call [Owner], and are lucky enough to reach her by phone, she will say that she will call right back, and never does. This company is dishonest and unreliable.

Consumer's Desired Resolution:

We would like the work completed as agreed and the damages that they were created with our sky lights and gutters fixed. We are asking that they pay the roofers, so that a lien is not put on our house. We are requesting a copy of our signed contract and a copy of the permit for the work performed that [Employee] the Project Manager has told us he would get for us. We will be hiring a lawyer if a lien is placed on our house and will request all attorney fees to be reimbursed by this company for their failure to honor their contracts both with their clients and subcontractors.