"A RAIN CONTROVERSY IN ARIZONA?"

Arizona Wall and Ceiling Contractors fight back on ICBO rule for weather resistive barrier with tongue-and-groove EPS Board: requirement called redundant

What the International Conference of Building Officials (ICBO) thought was that a single, ostensibly reasonable, regulation could resolve a regional problem concerning one-coat exterior stucco.

On the surface, the proposed regulation appeared appropriate. Talks with manufacturers apparently reinforced the matter.

So, in June, 1987, ICBO published its Evaluation Report which contained this paragraph:

8. Weather-resistive Barrier: Minimum Grade D kraft building paper complying with U.B.C. Standard No. 17-1 or asphalt-saturated rag felt complying with U.B.C. Standard No. 32-1 is required. The weather-resistive barrier is placed over all substrates except for EPS board where the barrier may be behind the board. Application of the barrier must comply with Section 1707 (a) of the code. When applied over any wood-based sheathing, the barrier must be a minimum two layers of Grade D, building paper as set forth in Section 4706 (d) of the code."

When Arizona’s budding new wall and ceiling organization—AWCI of Arizona—read that paragraph, the effect was galvanizing. While the regulation may have been a response to water penetration problems in the far Western States and elsewhere, in Arizona it was as vital as one more cactus plant in the desert to residential wall and ceiling contractors using one-coat acrylic modified stucco materials over tongue-and-groove EPS board.

In quicker time than it takes to remove your hat and wipe your brow, AWC-A’s President Thomas E. Russo, of Phoenix’s Russo Lath & Plaster, has pulled his organization into a counter attack mode. Joined by the association’s vice president, Ken “Mick” Grise, of GRC Construction, Inc., of Scottsdale, C. Randal Rushing, of Flexi-Rock, Inc., Elaine Mondragon and Ken (Mick) Grise, of GRC Construction, Walt Schulster, of Arizona Plastering Company, who also played a prominent role in the controversy, was not present when the pictures were taken.

The key players in spearheading the Arizona wall and ceiling contractors’ effort to alter a requirement that weather resistive barriers be added even with foam are, left to right: Tom Russo, of Russo Lath & Plaster; C. Randal Rushing, of Flexi-Rock, Inc., Elaine Mondragon and Ken (Mick) Grise, of GRC Construction. Walt Schulster, of Arizona Plastering Company, who also played a prominent role in the controversy, was not present when the pictures were taken.
If you put tongue-and-groove foam board in properly and then apply a one-coat in Arizona you’re not going to have a water penetration problem . . . in an environment like Arizona involving EPS board just didn’t fit with Arizona’s famous dry, relatively rain free climate. That ICBO was requiring a weather resistive barrier on other substrates wasn’t the issue: the regulation was appropriate with those materials.

The need for a water barrier behind EPS board which was to receive a one-coat acrylic modified material was a regulation of entirely different material. Almost the entire Arizona residential market specifies tongue-and-groove EPS board covered by acrylic modified Fiberglas reinforced Portland cement mixtures. Each, as any Arizona contractor will tell you, represents a water barrier in itself—so why the need for paper?

Thus, something had to be done to eliminate a requirement which added nothing to the quality of a house yet ran up the cost. It was that issue that ignited the Arizona contractors and would ultimately bring in the support of the entire Association of the Wall and Ceiling Industries-International.

“Go for it,” AWCI Executive Vice President Joe M. Baker, Jr., told the Arizona chapter leadership, “you’re absolutely right and we’ll back you all the way.”

No one doubts for a second that the Arizona chapter went for it. They have results to show for their efforts—and they’re obviously not yet finished.

Immediately calling a meeting to plan strategies, the group’s Board of Directors gave full support to its Codes & Specifications Committee. Contractors were soon at work pulling together all the relevant information they could obtain for a comprehensive report whose intent was to prove such a regulation was redundant.

For its November meeting, an invitation was extended—and accepted—for ICBO President John Nosse, of Whittger, AZ, to appear. Some 116 people came to the meeting, including local code officials from throughout the state as well as other special guests. This contrasts with an average monthly attendance of 40. In a rather active confrontation, Nosse explained the process by which the new regulation was promulgated and frankly told the Arizona group what would be needed to address their grievance.

As a result, the AWCI group refined its report and set sights on a meeting with ICBO on the latter organization’s own turf. Completed in December, 1987, copies of the AWCI-A report were sent to each member of the AWCI-Arizona Board of Directors. Even though other contractor groups had told the Arizona contingent to “forget it, you don’t stand a chance of getting this changed,” the Arizonians persisted.

In January, they sent their report along with a delegation to the meeting at the headquarters of ICBO in Los Angeles. The contractor delegation consisted of Ken “Mick” Grise, his assistant, Elaine Mondragon, and Walt Schulster, of Arizona State Plastering.

The delegation gave it their best shot. In a concentrated two-hour presentation, they submitted their report, explained the rationale, answered questions and then returned to Arizona. At that time they were neither disheartened nor elated. They had indeed tried to make their point: Arizona’s situation was sufficiently different that the regulation didn’t apply...
so far as EPS board was concerned.

Late in January the Arizona contractors learned that their effort had worked—or at least partially.

The ICBO response to the January meeting included a list of four criteria under which jurisdictions can ignore the regulation. Not all jurisdictions received the opportunity with open arms.

As a result, contractor bidding is very uneven and unsure because not all contractors are bidding the same thing. The new resistance barrier represents some seven percent to ten percent of the exterior portion on a bid. That’s enough to lose any tight bid—and there’s no such thing as a loss bid.

Some GCs and builders will reimburse a contractor for this work and others insist that a subcontractor “eat it.” Because the situation is so vital—and fluid—Construction Dimensions went to Phoenix. There Randy Rushing, Tom Russo, Mick Grise and Walt Schulster discussed the status of this continuing controversy and the need for Arizona contractors to band together to resolve the issue.

**DIMENSIONS:** As a group you’ve obviously made a strong move on this issue. What was your primary goal and have you attained it?

**GRISE:** What really triggered the Arizona action was the addition of a weather resistive barrier behind the EPS board. We didn’t fight the two layers over all the other substrates.

The issue always has been on whether or not the paper was needed on EPS board. We feel it’s redundant.

**DIMENSIONS:** Then your goal was on a single issue from the start: show that paper isn’t necessary in Arizona because of the light rainfall average and the fact that the paper barrier was redundant?

**RUSSO:** That’s right. To delete the paper behind the foam was our principle objective. As anyone knows, foam board is tongue-and-groove material so it alone functions as an effective water barrier.

**SCHULSTER:** From the beginning, ICBO—and later Nosse when he came to our meeting here—kept repeating that there were so many failures right here. That’s why they were going to implement this thing.

But I never saw any failures. None of the other exterior contractors ever knew of any. We kept asking: where are these failures you mention, we can’t find them.

In my own case alone, I use DOW foam and we’ve never had a water penetration failure with this product—and ICBO, I believe, knows this.

**DIMENSIONS:** Was that kind of information in the report? You must have had a rather comprehensive set of data when you went to Los Angeles to meet with ICBO officials.

**GRISE:** As we said, we put a complete, report together in December 87 for the January ICBO meeting in view of the fact that rainfall in this part of the country is less than 12 inches annually.

**RUSSHING:** As a result of our efforts, a situation must now meet four criteria in order to qualify for deletion of this paper barrier. These are:

1. specific approval of local building officials
2. less than 15 inches of rain annually
3. insulation of minimum 1.5 lb. density tongue-and-groove foam of 1 inch thickness
4. vertical joints on foam board when on 2-inch minimum framing members.

**DIMENSIONS:** From your comments, it appears that the problem has not been successfully resolved, even with ICBO allowing local jurisdictions to overrule the regulation. What is the problem now?

**GRISE:** Some Arizona cities are reluctant to overrule. They’re afraid that if they OK the deletion they will be liable for any problems. Officials in some cities say “we don’t need it (the extra water barrier)” while others don’t want the liability and thus they won’t move. They feel it’s up to ICBO to change and ICBO has very neatly shifted the onus to the cities.

**DIMENSIONS:** Why won’t ICBO move on the barrier question itself? They certainly must have had some failures in mind when they issued such a requirement?

**SCHULSTER:** There were some known water penetration problems in Las Vegas and in the Palm Desert area. In Las Vegas, it apparently involves some shoddy application work where the tongue-and-groove wasn’t put in
the way it should have been.

I’m not sure of the reason for the problem in the Palm Desert area but I believe it was something similar. In both cases, it seems that the people putting in the system failed, not the system itself.

If you put tongue-in-groove foam board in properly and then apply a one-coat in Arizona you’re not going to have a water penetration problem. Let’s face it, water will go through all stucco materials, including even the one-coat modified materials. But when one coat is applied over tongue-and-groove foam the water barrier is sufficient—and certainly efficient in an environment like Arizona where rainfall is even less than 11 inches.

DIMENSIONS: Where do other areas—California, for instance—stand on this controversy? Can’t you get some assistant from them?

RUSSO: The California contractors want the paper barrier regulation because they have different climatic conditions there. They have higher rainfall plus few areas in California have one-coat stucco. That prompts them to feel the regulation should stand as is.

GRISE: We’re in limbo now. We’re not quite back where we were before because the market is all fouled up with every sub bidding a different set of conditions and most cities reluctant to take on a liability that wasn’t there before.

DIMENSIONS: Let’s get back to home plate. What was the situation in Arizona prior to ICBO’s new rule?

RUSHING: Arizona was—still is—essentially a one-coat market. But we didn’t have this requirement for paper water barrier behind the foam board.

RUSSO: In this market, the tongue-and-groove foam board has historically served as our water barrier. The climate here doesn’t require all that extra protection: the paper requirement is entirely redundant.

SCHULSTER: And there have been no reported failures in Arizona by doing it this way either. ICBO and Nosse referred to failures here as justification for the regulation but failed to identify a single one.

DIMENSIONS: May I ask what is the actual rainfall average here, say in the Phoenix area?

GRISE: In Phoenix it doesn’t even reach 12 inches. The actual annual average for the past 15 years has been only 7.11 inches.

RUSHING: And as for the four criteria, one of the difficulties is that tongue-and-groove foam has never been tested. There’s no test criteria even though a number of manufacturers have tested it successfully. The problem is when we asked ICBO what criteria they wanted tested, they couldn’t give us an answer.

SCHULSTER: As for DOW board, it has already been approved as being a weather resistant barrier without paper. With this regulation, ICBO is trying to get a standard application for all foam board but they’re throwing the DOW product in with the rest. DOW understandably takes the position that such a move is a definite “No No.”

DIMENSIONS: How is the current situation influencing the market here in Arizona?

GRISE: It’s hurting primarily in the bidding situation. We don’t have consistency here and not all homebuilders have the money or the inclination to pay for this additional requirement.

RUSSO: Everyone is going every which way on the issue. No legitimate contractor wants to buck the law, yet there is no adequate policing of the requirement by the local governments. A competitor can leave it out of his bid, get the job, leave it out of the work, not get policed, and get away with it.

RUSHING: Remember, many homebuilders take the position that they don’t have to have it. What hurts is that they’re right: they can still build a quality home which meets the climatic conditions of the market without this barrier.
DIMENSIONS: Where does all this leave you, though?

SCHULSTER: When you bid you must now check with each jurisdiction and find out what they require.

RUSSO: As any contractor knows, it’s a position where we take a chance with the law or, in most cases, absorb the cost. Neither alternative, as you can imagine, is particularly attractive. And many of the city jurisdictions won’t help us out either: they don’t want the liability. Because policing of the requirement is so haphazard, a competitor can leave it out of his bid, leave it out of the work—and probably get away with it.

DIMENSIONS: And we’re talking strictly residential, right?

GRISE: Right. This market is all large tract single house and merit or open shop.

The tight bidding virtually forces contractors into a position of overlooking the regulation, approved locally or not. The cities for the most part won’t take a stand. Phoenix says it won’t enforce it: they leave it to the contractor.

And those jurisdictions who do require it don’t police adequately.

DIMENSIONS: So ICBO created the issue, then threw it back to the cities—and the cities don’t want it?

RUSSO: That’s the extent of it. When this error was pointed out to ICBO they merely agreed that the cities could ignore the regulation if they so choose.

Well, it doesn’t work that way. The cities generally enforce—not violate—building codes and regulations that are established by recognized code making entities. This was a complete reversal and many jurisdictions are nervous about the liability of going against so called industry consensus.

“Can you imagine it,” asked Tom Russo “A rain controversy in the middle of the Arizona desert.”

RUSHING: It’s the old-fashioned “give this hot potato to someone else to hold” gambit.

It’s a peculiar situation, isn’t it? ICBO issues a report that turns the housing market in Arizona upside down and then avoids the resulting storm by agreeing that each jurisdiction can make up its own mind to ignore their recommendation if the situation meets their four criteria.

RUSSO: And now contractors must go around to all the cities one by one and convince them to ignore an industry regulation. We’re contractors with limited time. Our time is better spent building than it is playing local politics with each jurisdiction.

DIMENSIONS: But what is your next alternative? You obviously don’t want to live with the current situation so what do you plan on doing about it?
GRISE: It’s really become an intolerable situation. We’ve made some headway, but the market here has been in a shambles. You can lose a bid over a few dollars, and this weather resistive barrier controversy has been the culprit.—

RUSHING: —without contributing anything of benefit. If a contractor installs the barrier he makes no qualitative addition to a house: if he leaves it out he makes no subtraction.

GRIZE: Some use it to play one installer against the other, just another bid shopping variation.

RUSSO: They’ve pretty much taken the position that it’s a requirement of your industry so you absorb it.

DIMENSIONS: Couldn’t it be handled as a change order?

RUSHING: Let’s face it. They’d laugh it off.

GRIZE: I discussed it with one builder and his attitude was that he didn’t want or need the paper. Thus if the installer feels he wants to comply with the law then it’s his responsibility and it will be on his nickel.

SCHULSTER: Some will reimburse you, but they clearly would prefer if we got this thing resolved one way or the other—and by ourselves.

DIMENSIONS: One question remains unanswered. How did this controversy manage to hit you with such impact? Were you totally unaware that such a regulation was in the making?

SCHULSTER: Oh, we’d been hearing for about six months that something along this line was going to happen. We were aware and it came as no surprise to us.

It was the severity of the thing that represented the surprise. The stucco manufacturers thought that the contractors in each local jurisdiction would talk the city official out of it because we hadn’t had the problem here in Arizona.

The manufacturer obviously miscued on this one.

DIMENSIONS: And ICBO simply presented you with a fait accompli?

RUSHING: That’s right. We don’t disagree with paper on other sub-
strates: it’s just the EPS board require-
ment that is wrong.

GRISE: Even the manufacturers ex-
pressed surprise over the regulation as it applied to Arizona. They thought ICBO had gone entirely too far, too.

DIMENSIONS: You’ve mentioned poor application in Las Vegas and perhaps in the Palm Springs area. What about Arizona? Did the manu-
facturers bring installation up as an issue here, too?

RUSSO: One of the reasons we organized a wall and ceiling chapter in this area is to bring back a sense of professionalism... a pride in workman-
ship. Yes, some of the installations could have been done better. We can’t claim that every job is a superb demonstration of workmanship.

But, if indeed the concern over the tightness or the inferior workmanship was of sufficient major concern, this regulation certainly isn’t a response to that problem. That’s a management or supervisory problem.

GRISE: What you’ve got here is ICBO trying to police the industry with an all-encompassing statute without working directly with installers.

DIMENSIONS: All things con-
sidered, do you feel you’ve scored a victory so far?

RUSSO: As an organization, the
only possible answer is “yes.” We’ve proved that we can work together for the benefit of the industry and the public. That’s why we want every single wall and ceiling contractor in Arizona in our organization.

GRISE: ICBO did recognize the merits of our presentation and did make an adjustment. I think that was in response to the recognition that our delegation represented our industry.

Still, the adjustment didn’t resolve the issue.

DIMENSIONS: Where to from here? What may the industry expect from Arizona’s contractors?

RUSSO: Right now it’s a matter of compliance versus noncompliance between the general contractor, the subcontractor, and the city official. You call that chaos.

Every bid now has a disclaimer—and then you negotiate it. How the general contractors love that.

What we want right now is consistency. When you’re talking about an item that represents 7-10 percent of your bid for an exterior job it’s not an insignificant factor—

GRISE: —in residential work, you can lose a bid over $20 a house. That’s how tight it is.

RUSHING: What makes this whole episode such a soap opera is this: a water controversy in the middle of the desert. Can you imagine that?

GRISE: It’s now a matter of inconsistency by local officials.

RUSSO: If we look at this weather resistive barrier issue for what it really is in Arizona we find that:

First, we have insufficient rainfall to justify its addition on an exterior.

Second, it won’t stop heat penetration.

Third, it won’t have any influence on cold.

In short, it simply doesn’t serve any useful purpose.

We intend to pursue this issue until it’s resolved in the best interests of the home building industry, the wall and ceiling industry, and the home buying public.

We need the assistance and support of every wall and ceiling contractor in Arizona.