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# **DO IT YOURSELF CONTRACTOR KIT**

**Strategies of the Pros**

**Hiring Contractors**

**Estimating Costs**

**Forms**

**Contracts**

**Documents**

**By Glenn Whitehead**

# Table of Contents

<b>Introduction</b>	<b>Page 3</b>
<b>Section 1: Project Planning</b>	<b>Page 4</b>
<b>Section 2: Interviewing Contractors</b>	<b>Page 13</b>
<b>Section 3: Checking References</b>	<b>Page 16</b>
<b>Section 4: Contracting the Work</b>	<b>Page 22</b>
<b>Section 5: Project Management</b>	<b>Page 40</b>

## Introduction

To begin with, I would like to extend my personal thanks to you for purchasing this product. I understand how hard people work for their money and I appreciate that you have put your trust in me by buying this manual. I would also like to congratulate you because I believe you've made a very smart purchase. The decision to hire someone to work on your home is not one to be taken lightly. For the majority of people, their home is their biggest and most expensive possession and much care and thought should be given to which companies or individuals are used to make repairs or alterations to it. My goal in assembling the materials that are included in this package is to give you a blueprint or outline for making the best possible choices and taking appropriate measures to protect yourself and your property when choosing contractors to work on your home. The information contained here has the potential to save you thousands of dollars, as well as much time and stress. My hope is to prevent you from making the same costly mistakes that I have seen made by homeowners, family, friends and, I certainly can't leave out, myself. I've been around the construction industry, in some capacity, for most of my life and I've seen my share of poor quality or overpriced work, uncompleted work, and money lost due to trusting the wrong people. The mistakes that are made are often very simple ones and they are made by the wealthy and well educated as well as common working folk. Professional contractors are definitely not immune and many have lost money or their business by making these same mistakes. I must point out that I am a contractor; not an attorney. The advice contained in this manual should not be construed or interpreted as legal advice or used as a substitute for consulting with an attorney. Rather, I would suggest that you use this as a guide or reference to raise your awareness of the possible problems you may encounter and how, best, to handle them. It is always advisable to consult with an attorney before signing contracts or entering into business agreements. The different forms or sections of this manual may be used in whatever fashion is appropriate for your situation. There may be certain sections that you feel are more urgent than others and I've tried to arrange the material in such a way that you can skip around without needing to read the entire manual in order. However, I recommend that at some point, you do, at least, browse through all of the sections. You may stumble across something you hadn't considered. After all of the years I've spent in this business, I continue to learn new things on a regular basis. So, thanks again and good luck with your project. For additional help, advice, and how-to articles, visit us online at [YourselfHomeRepair.com](http://YourselfHomeRepair.com)

Sincerely,

Glenn Whitehead

# Section 1

## Project Planning

So, you've decided to do a home improvement project or maybe you're just wondering what's involved or what it will cost. Obviously, you've gotten to this point or you wouldn't have bought this Kit. It's also likely that you have a pretty good idea of the work you need done. Well, a "pretty good idea" isn't enough. Before you can determine who is going to do the work and how much it's going to cost, you need to put together a detailed list of exactly what it is that you want to do. In the construction business, this is called a scope of work. It is a line item list of the labor, materials, and specific tasks that will be a part of the project. If you are planning to hire a general contractor to oversee the entire project, you will put together one scope of work that will include everything. If you're acting as your own general and supervising the project yourself, you will need a general scope as well as individual scopes for each subcontractor. It is likely that you will need help from the potential contractors in assembling the complete scope. Due to the fact that you may not have knowledge of the details of all phases of the work, contractors and subs will help you complete the details. The contractor interviews included later contain questions specifically intended to help with this process. To begin the process you should prepare a list of the thing you are considering doing. On the following page I have included a form with some of the most common home improvements. Go through each item and check or cross out the appropriate items. Be as specific as possible and include any measurements or specific materials or equipment that you want included. The more details and decisions you make now, the further ahead you'll be. Remember, you can always change your mind. What we're trying to do is develop a list of details to use when interviewing potential contractors that insures that everyone is looking at the project in the same manner. Print as many of these as you need to use one for each room that will be a part of the project.

## Initial Scope of Work

Item	Quantity	Item	Quantity
<b>Room:</b>			
<b>Drywall</b>		<b>Painting</b>	
Repair		Ceilings	
Replace		Walls	
Tape & Float		Trim	
Texture		Doors	
		Cabinets	
<b>Carpentry</b>		<b>Cabinets</b>	
Rough/Framing		Repair	
Baseboards		Upper	
Door Casing		Lower	
Ceiling Moldings		Full Height	
Paneling		Book Cases	
Repair		Shelving	
Doors/Windows		Re-face	
Demolition		Demolition	
<b>Flooring</b>		<b>Counter Tops</b>	
Carpet/Pad		Laminate	
Tile		Granite	
Wood		Manufactured Stone	
Laminate		Solid Surface	
Vinyl Sheet		Tile	
Vinyl Tile		Demolition	
Demolition			
<b>Plumbing</b>		<b>Electrical</b>	
Sink		Fixtures	
Commode		Devices	
Faucet(s)		New Wiring	
Shower Valve		New Circuits	
Install New Lines		Re-route Existing Wiring	
Re-route Existing Lines		Repair	
Repair			

Item	Quantity	Item	Quantity
<b>Room:</b>			
<b>HVAC</b>		<b>Appliances</b>	
Install New		Range	
Re-route Duct Work		Oven	
Thermostat		Microwave	
Clean/Maintain		Dishwasher	
Repair		Disposal	
		Refrigerator	
		Icemaker	
<b>Weather Proofing</b>		<b>Exterior</b>	
Insulation		Painting	
Foam/Caulking		Siding	
Replacement Windows		Stucco	
Weather-stripping		Brick/Stone	
Attic Fans		Rotted Wood Repair	
Glass Replacement		Gutters	
		Roof	
		Sidewalks	
		Driveway	
		Patio	
		Deck	
		Arbor	
		Gazebo	
		Fencing	
<b>Swimming Pool</b>		<b>Landscaping</b>	
Install New		Plants/Shrubs/Flowers	
Coping		Stone	
Tile		Fountains	
Plaster		Pavers	
Repair Lines		Sod	
Heater		Fill/Leveling	
Spa		Mulch	
Filter/Motor		Tree Trimming/Removal	

Item	Quantity	Item	Quantity
Misc. Items			

After you have written your initial scope and begin interviewing contractors, you can use the information from these interviews to assemble your final scope of work. In some cases they will actually write it themselves. For example: when giving you a quote for installing a new ceiling fan, and electrician may give you the following quote:

<p><b>Proposal Includes:</b></p> <p>Labor to install (1) new ceiling fan at existing ceiling box</p> <p>Fan to be supplied by the homeowner</p> <p><b>Excludes:</b></p> <p>New wiring, circuits, or devices</p> <p><b>Total Price: \$ 150.00</b></p>
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So what we know from this bid is that the contractor plans to install the fan that you provide and connect it to the existing wiring and it will be controlled by the existing switch. If, for some reason, the wiring is not sufficient or the switch is faulty, you should expect an additional charge. Of course an experienced electrician should be able to tell in advance if these problems exist. The point is that by reading the quotes that you receive, you can write a complete scope of work. Look at how just a little different wording can change your scope.

<p><b>Proposal Includes:</b></p> <p>Install (1) new Hampton Bay Model C400 ceiling fan</p> <p>Provide wiring and devices for new 20 amp circuit from existing service panel</p> <p>All labor and materials</p> <p><b>Total Price: \$ 675.00</b></p>
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If you get similar descriptions of the work from multiple contractors you can write your scope to include the items listed above and know that everything associated with the installation of this exact fan will be covered in the attached contract. This illustrates the importance of writing and attaching your own scope. Sometimes a lower price may look good until you see that several key items have been excluded. The table on the following page can be copied and adapted to each phase of the job. Then they will be combined to assemble the complete scope of work.



**Example:**

<b>Room: Kitchen</b>		
<b>Item</b>	<b>Quantity</b>	<b>Details</b>
Demolition	17 lf	Lower cabinets
Demolition	20 lf	Upper Cabinets
Demolition	3 lf	Full Height Cabinets
Install new	17 lf	Lower Cabinets (stain grade maple)
Install new	20 lf	Upper cabinets (stain grade maple)
Install new	3 lf	Full Height Cabinets (stain grade maple)
Stain, seal, and finish	All	New kitchen Cabinets (color selected by owner)
Install new pulls/knobs	All	On Kitchen cabinets (purchased by owner)
Remove	280 sf	Sheet vinyl flooring
Floor Prep	280 sf	Existing concrete slab for ceramic tile
Install New	280 sf	Ceramic Tile Floor (Material Allowance:\$4.75 sf)
Supply thinset and grout	280 sf	Color to be selected by owner
Install New	34 sf	Granite Counters (Allowance:\$ 45.00 sf)
Repair Drywall	As needed	Tape, float, texture to repair damage from demo
Paint Walls and Ceilings	All	2 coats (color and finish to be selected by owner)
Clean Up	All	Trash, debris from construction
All Labor and Materials		Unless otherwise noted

The example on the previous page is just one of the ways this for might be used. Let's look at what we can learn from this scope.

- Project is a kitchen remodel
- All of the existing cabinets and counter tops are to be replaced
- The new cabinets will be constructed from stain grade maple
- The existing vinyl flooring will be removed and new ceramic tile flooring installed
- \$ 4.75 per: square foot has been allowed for purchase of the new tile
- The new counter tops will be granite with a \$ 45.00 per: square foot allowance for materials and installation
- Any drywall that is damaged during this work will be repaired
- All of the walls and ceilings in the kitchen will be painted
- All of the materials in the project will be supplied and paid for by the contractor with the exception of the cabinet knobs and pulls

It's important to look at how the wording effects the scope and the way that contractors will bid your job. Let's look at some examples:

1. We have specified that the existing cabinets and flooring are to be removed by the contractor. This may seem like a no brainer, but I have run into subcontractors who exclude or fail to include the demolition. By including it in your scope, you're letting him know that you expect it to be covered in his bid. He could still exclude it, but at least you know and can allow for separate pricing.

2. We have specified the material that is to be used for the new cabinets: (stain grade maple). There are many types of materials that are used in cabinets. The look and price vary greatly. This information will make a huge difference in the price of the cabinets. If you had failed to provide this information, a good cabinet maker should ask you what type of finish you want before giving you a quote. However, you can't rely on the contractors to look out for your interests. If you're not sure of things like materials, finishes, and colors, you can discuss this with your contractors and get their help in making decisions, but the selections must always be included in the final scope and contract.

3. We have specified that you will be purchasing the new pulls and/or knobs for the cabinets. I think this is a good idea for small items because you may spend a lot of time and visit many suppliers when selecting these types of items. It's probably simpler for everyone if you just buy them when you find what you need. It's also important that we have noted that the contractor will be responsible for installing them. This is fairly standard, but specify it because you don't want to be drilling holes in your new cabinets.

4. Notice the wording of the allowances for ceramic tile and the granite counter tops. For the tile, we specified a “material” allowance. Therefore, you can go into a flooring store and select a tile that sells for \$ 4.75 per: square foot. The price of the labor to install it should be a separate item included in the contractors estimate. For granite counter tops we have included an allowance of \$ 45.00 per square foot for the installation of the new countertops. This will cover the labor and materials. The reason for the difference is that while the installation and materials for tile are commonly priced either as separate items or combined, granite is, almost, always quoted with materials and installation in one price. Again, it’s just good practice to clarify as much as possible to eliminate confusion.

5. We have made it clear that if any drywall is damaged during the project, the contractor is responsible for repairing it. During a construction project, there will be things that are damaged and it’s important to know who is responsible. There may not be any drywall damage, but the contractor has allowed for some repairs if they are needed. Some other areas of concern might be furniture or landscaping. As a rule the homeowner should remove or protect items inside the home. It will get expensive if you require the contractors to take care of everything. When doing exterior work, you’ll, most likely come out better if you take care of damaged landscaping yourself. If asked to allow for these repair, contractors will use the worst case scenario to protect themselves. Notice, we’ve made no provision for controlling dust. Remodeling is a messy job and you cannot prevent the dust from invading the rest of the home. However, you can control it by sealing doorways and draping plastic. The scope should clarify who is responsible.

6. We have made it the responsibility of the contractor to clean the job site and haul off the construction debris. This is a big one. Some projects create a large pile. It must be clarified who, how and when this will be done. In the scope we’ll just worry about the “who” and leave the “how and when” for the contract.

7. Finally, we have noted that all labor and materials are to be included by the contractor. This must be made clear. It is, generally, simpler for everyone if the contractor buys all most of the materials. This prevents confusion and delays due to the homeowner buying the wrong products or quantities. Exceptions can be made for certain items, as we mentioned earlier about the cabinet knobs. But, for the most part, I would leave it to the people you’re paying.

The scope can be used in the table form above or typed into a separate form however you like, but it should always be included in the contract and signed or initialed by both parties.

The more detail that you include in your scope of work, the stronger the contract that you create will be. Details such as brand names, model numbers, color selections, and quantities are crucial to insure that all bids are equal. For insight into cost estimating and determining quantities visit our [Cost Estimating](#) section at [Yourself Home Repair](#). For a more in depth look at the process of interviewing contractors; move on to Section 2

## Section 2

### Interviewing Contractors

The process of selecting a contractor or a group of subcontractors is the single most important step in the home repair/improvement project. Choose a good one and it can be an exciting and enjoyable experience; make the wrong choice and it will be a nightmare. It all begins with the interview. It is really not unlike interviewing candidates to fill a position in your company. But, in many ways, it's much more important. These people will be in your home, possibly for months. You are trusting them with your money, your property, and your family. It's not liking buying a new shirt that, if it doesn't fit, can be easily exchanged. This is, very likely, a decision that you'll be living with for a long time. The purpose of the interview is to collect information and in order to do that, you must control the process. If you lose control of the interview, you will lose control of the project. **You** are paying for this and it's important for everyone to know from the start that **You** are in charge. The information that we need to collect includes:

- **Experience**-How much do they have? Does it relate to the type of work you're doing?
- **Track Record**-Do they generally make the customer happy? Can they provide references?
- **Personal Character Traits**-Are they prompt, courteous, pleasant to be around? How are they dressed?
- **General Knowledge**-Can they answer specific questions about the type of work you need?
- **Professionalism**-Do they treat this like a business or more like a hobby?
- **Work Habits**-What are their work hours? Do they work weekends?

These are just a few of the topics we'll cover in the questionnaire, which I recommend that you complete with every potential candidate. Keep a file on every general or subcontractor that you interview use them with the other tools provided in this kit to help you make your final selection. Some contractors will be automatically eliminated in this process and you can't hesitate to remove someone from consideration if they don't measure up. Even if it means eliminating everyone and starting from scratch, don't just settle on one because he wasn't as bad as the others. Taking the extra time to find the right one will pay off big later. While it may seem like there just aren't any reliable companies out there, the secret is knowing how and where to look. For an excellent source of information on finding and qualifying contractors: [subscribe](#) to our free "Home Repair Weekly" newsletter. When using the questionnaire, if someone seems to be avoiding certain questions there is probably a reason. It's also important to remember that no matter how many questions you ask, sometimes you just have to trust your judgment. Even if someone has answered all your questions and has references that check out, if you have a bad feeling about them or you just don't believe you can work with them, it's probably better to keep looking. Many times these feelings or hunches turn out to be correct.

## Contractor Questionnaire

1. How long have you been in business? \_\_\_\_\_

2. Have you done many projects similar in size and scope to this one?  
\_\_\_\_\_

3. Do you do all or part of the work yourself? \_\_\_\_\_

4. Will you have employees or subcontractors working on this project? \_\_\_\_\_

5. How long have you been using the employees or subcontractors and have you ever done background checks on any?  
\_\_\_\_\_  
\_\_\_\_\_

6. What are your normal work hours? \_\_\_\_\_

7. Do you ever work late hours or weekends? \_\_\_\_\_

8. Will you be able to include all of the work in the scope that I've given you or will you exclude some items?  
\_\_\_\_\_  
\_\_\_\_\_

9. Do you have any advise, recommendations, or concerns based on the scope of work?  
\_\_\_\_\_  
\_\_\_\_\_

10. Based on your experience, are there any items I may have missed or failed to consider about this project.  
\_\_\_\_\_  
\_\_\_\_\_

11. If we agree that you are going to do the job, when can you start?  
\_\_\_\_\_

12. Approximately, how long would it take you to complete the work?  
\_\_\_\_\_

13. What type of payment arrangements do you normally require on a job of this size?  
\_\_\_\_\_  
\_\_\_\_\_

14. What types of insurance do you have?

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15. Are you licensed by any government agencies or trade organizations?

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16. Are your mechanical, plumbing, and electrical subcontractors licensed and insured?

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17. Where is your office or headquarters located?

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18. Will my project comply with local building codes and ordinances?

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19. What type of warranty do you offer for the work completed by you and your subcontractors?

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20. Do you normally include materials, equipment, appliances, etc.. in your bids?

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## Section 3

### Checking References

One of the strangest thing I encountered as a contractor, was the fact that so many people fail to ask for references and, the few that did, almost never called to check them. It is absolutely critical that you get a list of references for anyone that you're considering hiring to do work on your home and there's not much point in having them unless you're going to check them. There is a lot of information that can be obtained from checking references other than just the quality of the work. While quality, certainly, is important, there are other considerations that are equally important, such as:

- **Promptness:** Does the contractor and any employees or subcontractors he uses show up when they are supposed to? This is the most common complaint that I here with regard to contractors or service companies. Everyone has unexpected situations that arise and may cause you to be late or miss an appointment. But you should get a call to let you know and if it happens repeatedly, it is a real problem which will cause your project to drag out and take longer than necessary.
- **What type of people will be in your home?** Obviously, when you are hiring people that will be in your home and around your family and personal possessions, it's important that you feel comfortable about the character of these people. Don't be shy or afraid to ask these questions when checking references.
- **Did they keep their word?** Honesty is, in my opinion, the most important quality in a contractor, or for that matter, anyone else. When entering into a business deal with someone, especially when it involves your home, you must be able to believe the things they tell you, even small details. Without that basic trust, you have nothing.
- **Was the work completed on time?** When you interview contractors for your project, you should always discuss the timeline. Ask each candidate for an estimate of how long the work will take and before signing a contract, get them to commit to a maximum number of days. When you are checking references, ask them if they were satisfied that the work was completed in the right amount of time or if they thought there were unnecessary delays. Also, remember that not all delays are the fault of the contractor. It's important to question several references to see if there is a pattern or just a one tome occurrence.
- **Was the money handled properly?** When you agree on payment terms with a contractor, they must be followed. Ask the references if they were satisfied with this part of the agreement. If a contractor draws to much money out of the project before the appropriate amount of work is complete, you run the risk of them walking out with your money and leaving you with an incomplete job.
- **Were there additional costs?** If you have a properly written scope of work that has been given to the contractor before he bids the work and is a part of the contract, then all of the items on that list should be included in the bid. Find out from the references if the contractor tried to get additional money for things that should have been included. Unfortunately, this is a common practice for many contractors.

- **Do they stand behind their work?** Ideally, you won't have any problems with the work after the job is complete. However, we all know it's not a perfect world. It's important to know that, if there is a problem, you can get them back to fix it.

As you can see, there is a lot to be learned from questioning references and this knowledge will save you money as well as gray hair. On the following page; I have included a questionnaire for checking references. Get answers to all or as many of these questions as possible, from as many references as you can get in contact with and you will have a good feel for whether or not this is someone you can work with. Some references may be hard to reach, but, be persistent. This too important to ignore just because you may have to make a few extra phone calls. People are usually happy to talk about a contractor that has done a good job for them and, luckily for you, they're equally happy to badmouth someone who did a lousy job. Again, it's important to question a variety of customers and reach a consensus. If 95% of the references are great, but one customer has nothing but bad things to say, then the problem may lie with that person rather than the contractor. However, if it runs closer to 50/50 good versus bad, you should probably keep looking. Following the advice here and completing the questionnaire, will make a big difference in the success of your project.

## Contractor Reference Questionnaire

Begin by introducing yourself and explaining that you are considering hiring ***John Q. Contractor*** to do ***whatever your project is***. Explain that they included them as a reference for this type of work and ask if they have time to answer a few questions. If you catch them at a bad time, find out when you should call back and keep the appointment. Remember, these people are taking time out of their schedule to do you a favor. Make it as pleasant an experience for them as you can, and they may open up and give you some valuable information. It's also important to do it at their convenience, preferably when they're at home, so that the process is not rushed. When asking the questions, if you don't feel you've gotten the answer you need, don't be afraid to ask them to elaborate or explain.

1. What general type of project was done for you?

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2. What specific jobs (cabinets, flooring, plumbing, etc...) were a part of the work?

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3. What size (dollar amount) project was it?

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4. Were you satisfied with the quality of the work?

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5. If there were quality issues you were unhappy with, please explain.

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6. Was the contractor prompt, show up on time, return phone calls?

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7. Did the contractor complete all of the work himself? \_\_\_\_\_

8. How much of the work was done by employees or subcontractors?

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9. Were you comfortable with the character and manners of the employees and subcontractors?

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10. If employees or subcontractors were used, how much time did the contractor himself spend at your job?

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11. Did you feel comfortable leaving the contractor, his employees, or subcontractors alone in your home?

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12. Did you feel comfortable having these people around your kids or other family members?

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13. Was the job completed in the expected amount of time? \_\_\_\_\_

14. If there were delays, what were the cause (waiting for materials, weather, not working full days, etc...) ?

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15. What type of agreement or payment terms did you have?

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16. Did the contractor live up to the terms of the agreement?

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17. Was the work completed for the contract price? \_\_\_\_\_

18. If there were additional costs, what were there (upgrades, additional work, items that should have been, but were not, included by the contractor) ?

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19. Did the contractor provide all labor and materials? \_\_\_\_\_

20. What items, if any, did you provide?

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21. If additional work was added to the contract, how was it priced and paid for (by the hour, by the item) ?

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22. Were you notified of the additional work before or after it had been done?

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23. What were the cleaning habits of the workers (was a daily cleaning done, was trash and debris left in your house or on your lawn, etc...)?

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24. Did they take measures to protect you property such as: covering furniture and floors or draping plastic to control dust.

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25. How long has it been since the job was completed? \_\_\_\_\_

26. Have there been any problems or defects with the work?

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27. Were the problems, if any, corrected in a reasonable amount of time?

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28. Were there any disagreements between you and the contractor?

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29. Would you use him again? \_\_\_\_\_

Write the answers down for these questions and keep a file for each potential contractor with all of the research and background information you have found. When you've done this for all of your candidates and are comparing bids, this will be a valuable tool in helping you make your selection. When interviewing potential contractors, you should

ask for a list of subcontractors they plan to use. These same questions can be used for checking on the subs. You may find a general contractor you like, but, ask him not to use a particular sub if you've gotten negative information on them. The final thought I'll leave you with regarding references is; make sure the references you get are for projects similar to yours. If you're remodeling your kitchen, you don't need a contractor who can only provide references for only exterior repairs. Anyone you're considering should be able to provide several recent jobs of similar size and scope. Let contractors get their on-the-job-training on someone else's house.

## Section 4

### Contracting the Work

This is, by far, the most important part of the home improvement process. The steps you take now, will determine, to what degree, you have protected your interests and your ability to control the project and insure that it is completed to your satisfaction. I must point out, again at this point, that I am **NOT** an attorney and the information contained in these pages is **NOT** to be construed as legal advice or assurance that you have adequately protected yourself. It is the responsibility of each individual homeowner to have knowledge of the applicable laws, regulations, and codes that govern property and construction in his/her area. It is recommended that you refer to the attorney general's office in your state regarding the rights and obligations of homeowners and contractors.

We have provided sample documents which may be used as a part of the contract documents or as a guide to preparing your own. Home repair and improvement contract documents should be customized to fit each individual project. The best way to control the process is to write your own agreement. Thereby, insuring that all of your interests and needs have been addressed. If you choose to use a generic contract or one that has been provided by the contractor, after reading it thoroughly, you must make changes, additions, or deletions as is necessary to protect yourself. If the contractor refuses to meet certain requirements or requests, you have the option of compromising or looking for another contractor. Depending on the issues of disagreement, it may better to move on that enter into a potentially risky agreement. Remember contracts are legally binding, whether they are 50 pages, drawn up by an attorney or hand written on a legal pad. Don't sign it unless you've read it and understand it.

Some of the basic information that must be in the contract includes, but is not limited to:

- **Services to be Rendered**-This is where the Scope of Work comes in. It doesn't matter if you're dealing with a subcontractor performing one phase of the work or a general who will be responsible for the entire project; it is critical that you have a detailed scope as outlined in the previous section. It should clearly specify the responsibilities of all parties.
- **Contract Amount**-Never sign a contract if there is no price on it. You will be leaving yourself open to potentially huge financial problems and risking the security of your home. It doesn't matter if it is one lump sum price or line item pricing for each phase of the job, just be certain that the total amount of your responsibility is shown
- **Payment Terms**-It is important to explain, in detail, how, when, and in what amounts the funds will be paid. There are several ways in which this can be done. The most common is to write a schedule of draws or progress payments that will be dispersed at certain phases of the job or at certain time intervals according to the percentage of the work that has been completed. We'll cover this process in more detail in our project management section.

- **Names, Addresses, Contact Information, and Signatures**-The contract does not become binding unless it has been signed by all parties. The signature of the contractor must be from someone who can prove that they are legally authorized by the company to do so. In most cases this involves an owner or officer of the business. A contract that has been signed by a salesman or estimator may not be worth the paper it's written on. If you've checked the company out as we discussed earlier, you should know who is authorized. Make sure there is an accurate address and contact information. There address should be an actual street address, not P.O. Box.
- **Start and Completion Dates**-Though it may not be necessary to strictly abide by these written dates, always include them. At times there are delays that cannot be avoided, but if the contractor continually pushes back the start date, or drags out completing the work, you must leave yourself the option of voiding the agreement and finding someone else. Some contracts include penalty payments for missing deadlines, though it's rare in residential work.
- **Character and Conduct Clause**-As we said earlier, you must control the job. It's your house and you need to be clear what type of people and behavior you will and will not accept.
- **Warranty**-This is another key element of the contract. You cannot take someone's word that they will stand behind their work. It must be in writing and specific. A one year warranty on labor and materials is fairly standard and should be the minimum that you accept.
- **Provisional Items**-This would include things like change orders, releases of lien, material allowances, punch lists. All of which we'll cover later in this section.

There are many more items that may need to be included in your contract. It will be up to you or your attorney to determine, according to your circumstances, what they will be. But, with a basic understanding of what we need to accomplish, let's look at some example contracts. In the following pages you will see contracts for small jobs, subcontractors, and large projects. You will have to determine which one(s) come closest to your needs.

# Home Repair/Improvement Contract

This Agreement made on \_\_\_\_\_ between  
The **Homeowner**  
Name(s) \_\_\_\_\_

Street # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

And the **Contractor**  
Name \_\_\_\_\_

Street # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Proposal for Contract

The **Contractor** hereby offers to perform the work described in the attached Scope of work and to provide all materials and labor as specified to complete the project. The **Contractor** will be responsible for hiring, supervising and paying all necessary subcontractors.

The work will commence on or before \_\_\_\_\_ and be completed no later than \_\_\_\_\_

Delays that occur due to actions of the **Homeowner** or that are not controlled by the **Contractor** will be noted in writing and the appropriate number of days will be added to the contract and agreed to in writing by both parties. Delays that occur as a result of the actions of the **Contractor, Employees of the Contractor, or Subcontractors that have been hired by the Contractor** will result in the amount of \$ \_\_\_\_\_ per: day being deducted from the contract amount. Excessive delays will constitute a breach of contract by the Contractor and will void the remaining work and any remaining payments to the Contractor.

The **Contract Amount** will be \$ \_\_\_\_\_

The **Payment Terms** will be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon receipt of progress payments the **Contractor** will provide partial releases of lien for himself as well as his **Subcontractors**. The **Contractor** agrees to provide Final releases of lien for himself and all **Subcontractors** upon receipt of the final payment.

The **Contractor** agrees to pay, in full, all **Employees, Subcontractors, and Suppliers** for all services and/or materials that are purchased in connection with this project. If the Contractor fails to comply with this condition of the agreement, the Homeowner will satisfy the indebtedness and deduct such amounts from the remaining funds due the Contractor.

Cost for additional work will be added to the contract by a written Change Order that has been signed by both parties.

The **Contractor** agrees to warranty all work (labor and materials associated with this contract for the period of 1 calendar year from the date of receipt of the final payment. The **Contractor** agrees to correct any defective workmanship that is covered under the warranty agreement within 2 weeks of notification by the **Homeowner**.

The **Contractor** will be liable for damages to the property of the **Homeowner** or others that is a result of actions of the **Contractor, Employees of the Contractor, or Subcontractors that have been hired by the Contractor**.

The **Contractor** agrees to complete all phases of the work in accordance with federal, state, and local building codes and industry standards. The **Contractor** will be responsible for obtaining all necessary building permits and will insure that all phases of the work have been inspected in accordance with local regulations. Any costs to correct work due to failed inspections will be the responsibility of the **Contractor and/or Subcontractors**. Final inspections must be completed for each phase before final payment will be released to the subcontractor that is responsible for that phase. The **Contractor** agrees to provide documentation that all necessary inspections have been completed prior to receipt of the final payment.

The **Contractor** agrees to insure that all **Employees and Subcontractors** are of good character and will conduct themselves in a manner that is acceptable to the **Homeowner**. The **Homeowner** reserves the right to reject (without cause) any **Employee or Subcontractor** that behaves in a manner that is unacceptable. Upon the request of the **Homeowner**, the **Contractor** will remove any such individuals immediately.

The **Homeowner** and **Contractor** agree to, in the event of any disputes that may arise as a result of the work associated with this contract, to make every reasonable attempt to resolve the dispute in a manner that is mutually acceptable to both parties without litigation. In the event that litigation is necessary to resolve a dispute, the party that is found to be at fault will be responsible will be for any and all financial burdens incurred by the other party as a result of the dispute.

The **Contractor** agrees to provide current original liability insurance certificates, for himself as well as all Subcontractors, which meets or exceeds the minimum state requirements prior to commencement of the work.

The **Contractor** agrees to provide proof of current licensing for himself and all **Subcontractors** that meets or exceeds state and local regulations.

The **Contractor** agrees to provide **Independent Contractor Agreements** for all **Subcontractors** that are used to complete the work associated with this contract. Prior to commencement of the work, the **Contractor** agrees to provide the Homeowner with a list of **Subcontractors** to be used in the project. The **Homeowner** reserves the right to interview and verify the qualifications of the listed **Subcontractors** and to reject **Subcontractors** that are unqualified or otherwise unacceptable.

It will be the responsibility of the **Contractor** to obtain pricing and availability for all materials, devices, and equipment that are required to complete the work associated with this contract and to allow sufficient time for the delivery of these items to avoid delays in the progress of the work. The **Homeowner** shall not be responsible for price increases that may occur between the effective date of the contract and the ordering of such items.

The **Homeowner** agrees that any materials, equipment, or devices that they are to provide as a condition of the contract will be made available to the **Contractor** as needed to avoid delays. Any such delays will be the sole responsibility of the **Homeowner**. Defective items provided by the **Homeowner** will be the sole responsibility of the **Homeowner** and will not be covered as part of the **Contractor's** warranty with the exception of defects due to improper installation by the **Contractor or a Subcontractor** that is hired by the **Contractor**.

I \_\_\_\_\_  
, the **Homeowner(s)**, have read and understand the terms of this contract and agree to be bound by those terms.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

I \_\_\_\_\_  
, the **Contractor**, have read and understand the terms of this contract and agree to be bound by those terms.

Signed \_\_\_\_\_ Date \_\_\_\_\_

# Subcontractor Agreement for Home Repairs or Improvement

This agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
by:

**The Homeowner(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and

**The Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purpose of making repairs or improvements to the property of the Homeowner.  
The work shall commence on or before \_\_\_\_\_ and be completed no  
later than \_\_\_\_\_.

**Work to be Completed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Price: \$ \_\_\_\_\_

**Payment Terms:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon receipt of payment(s), Contractor will provide the Homeowner with partial and/or  
final Waiver and Release(s) of Lien

**Changes**

Changes to the work that result in an addition or deduction to the Contract Amount will be agreed to by the creation of a Change Order to the contract, that must be signed by both parties before becoming a part of the contract. No additional work shall commence without the agreement of both parties.

**Conduct Clause**

The Contractor and Employees or Subcontractors under his employee agree to conduct themselves in a manner that is acceptable to the homeowner. Profanity, excessively loud music, or drugs and/or alcohol will not be tolerated. In addition, the following terms will be met: \_\_\_\_\_

Failure to comply with these requirements will void the contract and may result in a forfeiture of any remaining payments.

I have read and understand the terms and conditions of this contract and agree to be bound by those terms until the completion of the work contained in the agreement

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Homeowner**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Contractor**

# Contract for Home Services

**The Contractor/Service Company:**

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**Proposes to perform the following services:**

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For **The Homeowner** \_\_\_\_\_ for the  
property located at:

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**For the amount of:** \$ \_\_\_\_\_ **Payable by:** Cash    Check    Credit Card  
Upon completion of the work

**Proposed By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
\_\_\_\_\_

**Accepted By:** \_\_\_\_\_ **Date** \_\_\_\_\_

# Independent Contractor Agreement

This agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_  
between

**The Homeowner** \_\_\_\_\_ and  
**The Contractor** \_\_\_\_\_

Will begin upon the signing of this document and will continue until the services  
contained in the agreement have been completed.

### Terms of the Agreement:

The **Contractor** agrees to perform the services listed below and/or in the attached  
contract documents in return for the agreed upon fixed price. The **Contractor** agrees that  
this document does not form or constitute an employment relationship. Furthermore the  
**Contractor** acknowledges that he/she will have the sole responsibility for the payment of  
any federal or state taxes that may be due as a result of the compensation for services.  
The **Contractor** agrees that he/she will receive no benefits or compensation other than  
that which is stated in the agreement. Furthermore, the **Contractor** acknowledges that  
he/she will be responsible for obtaining all personal or business insurance coverage that  
may be required.

### Services to Be Performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contract Amount: \$** \_\_\_\_\_

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Homeowner**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Contractor**







The following payment schedule will be followed in dispersing the contract funds. The contractor shall submit a payment no less than 3 days prior to the desired payment date. Both parties must agree on the requested payment amount.

<b>First Payment</b>	\$ _____	Due at Job Start
<b>Second Payment</b>	\$ _____	Due After Drywall
<b>Third Payment</b>	\$ _____	Due After Flooring
<b>Final Payment</b>	\$ _____	Due Upon Completion

## Schedule of Allowances

The following amounts have been included in the contract amount. If the selections made by the owner exceed the allowed price the additional amount will be added to the contract price. If the actual price is less a credit will be issued to the owner.

1. Wood Flooring	\$ _____
2. Ceramic Tile Flooring	\$ _____
3. Carpet, Pad	\$ _____
4. Appliances	\$ _____
5. Cabinets	\$ _____
6. Plumbing Fixtures	\$ _____
7. Counter Tops	\$ _____
8. Hardware	\$ _____
9. Demolition	\$ _____
10. Lighting	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____

These allowances will become part of the contract documents. Any changes to the contract price must be agreed to in a written change order.

\_\_\_\_\_  
 Homeowner  
 Initials

\_\_\_\_\_  
 Contractor  
 Initials



# Conditional or Partial Waiver or Release of Lien

Upon receipt of a check of a check from \_\_\_\_\_

In the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_

And when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall be come effective to release any mechanics and/or vendors lien, stop notice, or bond right the undersigned has on the property located at \_\_\_\_\_

for work associated with this payment of funds. This release covers a progress payment for labor, materials, or equipment furnished to \_\_\_\_\_

Through this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ and does not cover any retentions retained before or after the release date or extras furnished before or after the release date for which payment has not been received. This release of liens, stop notices, or bond rights shall not affect the contract right for the remainder of services to be completed as part of this agreement or the right of the undersigned to recover compensation for services not covered by this progress payment. The following statement shall reflect the current payment staus of the agreement.

Original Contract Amount:	\$ _____
Previous Changes:	\$ _____
Previous Payments:	\$ _____
<b>Current Payment:</b>	<b>\$ _____</b>
<b>Remaining Contract Balance:</b>	<b>\$ _____</b>

**Notice:** On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ in the city of \_\_\_\_\_, County of \_\_\_\_\_, in the state of \_\_\_\_\_ appeared before for the purpose of signing this “**Release of Lien**” document.

\_\_\_\_\_  
**Notary Public**

**Notarial Stamp or Seal**

# Unconditional, Final Waiver or Release of Lien

Upon receipt of a check of a check from \_\_\_\_\_

In the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_

And when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall be come effective to release any mechanics and/or vendors lien, stop notice, or bond right the undersigned has on the property located at \_\_\_\_\_

for work associated with this payment of funds. This release covers all payment for labor, materials, or equipment furnished to \_\_\_\_\_

Through this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_ and does hereby waive and release any right to further compensation for services rendered as a part this or any other agreements prior to the release date. The following statement reflects the current status of the agreement

Original Contract Amount:	\$ _____
Previous Changes:	\$ _____
Previous Payments:	\$ _____
<b>Current Payment:</b>	<b>\$ _____</b>
<b>Remaining Contract Balance:</b>	<b>\$ _____</b>

## Section 5

### Project Management

The key to any successful project, construction or otherwise is management and organization. It is critical that the leader (you) has a clear vision of where the job is going, and a precise plan for getting there. In construction, this is the job of the Project Manager or Superintendent. Whichever title you prefer, it's your's. Depending on the size and scope of your project, this may seem like a daunting task and there are many responsibilities. But, if you're willing to learn and you like a challenge, we'll help you get there. At this stage, there are several things that we know. We have a scope of work; detailing all of the tasks of the job. We know who will be doing the work and have everyone under contract, and we have a budget and have allocated the funds. Finally, we are ready to get started.

#### Scheduling

Having a written schedule is a necessity for many reasons. It gives you a visual indication of the progress of the job, it provides direction for the different trades, and it helps insure that no phase of the job is overlooked. The schedule should show the start date, completion date, and targeted goals for each trade. One of the most important uses of the written schedule is to motivate keep your subcontractors from drifting off pace. The written word just seems to carry more authority. It's equally important to you, as the project manager. When you are juggling several tasks and responsibilities, most likely in addition to your day job, it's easy to drift off course and lose sight of the ultimate goal (finishing). Your written schedule will serve as your road map for the project. Inevitably, delays will occur and throw a wrench into the schedule. Don't worry about. Adjust accordingly and keep going. But whatever you do, don't abandon the schedule. Just revise it. Without a written plan you'll be doomed to frustration and headaches. You may be wandering "How am I supposed to write a construction schedule? I've never done this." Don't worry I'm getting there. During the course of the contractor interviews, you should have asked questions regarding the time frame of each trade and this information should be verified in the contracts. Now, before starting the work, you need to have a pre-construction meeting. Have all of the subcontractors meet together at your home. Open the meeting by introducing everyone and going over the responsibilities of each member of the team. It's important to establish a team mindset from the start. One of the keys to a successful project is to have everyone working together rather than against each other. Remind them all that the sooner we get this completed; the sooner they will have all of their money, and the sooner you will have your house back. Now that we've built a team atmosphere and have everyone pulling together, you need their help. You need to pick their brains about the process, in detail. Find out what each guy must have from you and the other subs to complete the various stages of his work. Don't be shy about asking a lot of questions. They're working for you and you're not supposed to know these things.

Keep in mind, if you've selected the right contractors, they're pros and they know more about their job than you. If they didn't, you wouldn't need them. You're paying them as much for their knowledge as their work. That said, you have the money, so you are the boss. It is the nature of contractors to want to be in charge. That's what made them self employed. But, you can't let one completely take over because, primarily, they're only concerned with their portion of the work. Work with your subs and they will help you write your schedule. After the pre-construction meeting, write a rough draft, get copies to everyone involved, and ask for their input. If they ask for changes, get them to explain and adjust accordingly. It's important to have everyone is in agreement at the beginning and hold them to it throughout the rest of the project. Find out key dates and timelines for material shipments, inspections, and other things that may effect the schedule and get regular updates to see if your still on target. It's important to notify everyone if these key dates change. Your contractors have other customers to think of and the status of your project directly effects their income. If you hit a snag and the project is delayed and you don't let them know until they show up for work, you've most likely cost them a days pay or worse if they have employees. It is to your benefit for your subs to make money on your job. They will be happier and you will get a better result. At the same time, you've got to hold them to the same standard. They must notify you immediately if they can't meet a deadline or must miss a day at the job. This will cost you and your other contractors time and money. Communication is the most important tool you have in a successful job.

### **Buying and Tracking Supplies**

How your structure your contracts will determine who is responsible for buying and ordering the various products for your job. But, regardless of who is responsible, you must be in the loop on shipping and delivery dates. Delivery of materials is responsible for more delays than anything else in construction and, often, there's really not much you can do about it. But, you've got to stay on top of it and adjust your schedule accordingly. If possible, get copies of the receipts or order confirmations from your subs. They may balk because they don't want you to know the real price they're paying. Just tell them up front to black out the price, that you would just like a record of when everything was ordered. This accomplishes two things. First, you know for sure that it has been ordered. Second, if your contractor goes missing, which has been known to happen, you will have some means of tracking and receiving the order. This may be the most frustrating part of the job, but staying involved in the process should help.

### **Money Management**

If you don't do this one right, nothing else matters. Money is what drives the project. You're the only one who cares at all if the job gets finished. Everyone else is just trying to make a living. Rule number one is obvious. Make certain you have adequate funds to complete the work. If you run out of money, you'll have an unfinished job. It's as simple as that. If you are afraid that you may not have enough money to complete the job, consider cutting something. You can always add it in later. When you negotiate payment terms with your contractors, take a close look at what they're asking for before you agree to it. Contractors will usually try to get ahead on the money early in the job. It's fairly common practice to ask for a deposit or down payment when starting a job. Some so-

called experts will tell consumers they should never do this. The reality is, you'll be hard-pressed to find a contractor who doesn't require it. Just don't let them get too far ahead. On a small job of \$ 5,000 or less, 50% up front, balance at completion is acceptable. On larger jobs, try to keep it at 20% or less. One way around a large up front payment is to agree to weekly or bi-weekly progress payments. This way the contractor has cash flow and have some additional security. When it comes to progress payments, there are different ways to structure them. A commonly used method in residential work is to set milestones for payments. Such terms might read like this:

### Plumbing

Total Contract Amount	\$ 7,500.00
25% at Start	
25% After Rough-in	
25% After Shower Pan	
Balance at Completion	

This is a payment structure that's fair to both parties as long as it's spread over the course of the job. Just don't let them front load it too much. Even if you're sub was referred by someone you trust and has great references, anyone can run into financial trouble and leave you holding the bag. I once had an electrician, whom I had used for years, disappear in the middle of an apartment project. Since I new him, I had gotten careless and let him draw too much money. It ended up costing me several thousand dollars to have someone else come in and complete the job. That's an expensive education and I don't recommend it. When you agree to payment terms, you must hold the subs to their end of the agreement and make sure you keep yours. You need these contractors on your side. Nothing will sour the relationship like delaying or missing payments. If you are getting your funding through a home equity or home improvement loan, the lender may require inspections before releasing progress payments. This should be noted in the contract payment terms so the subs know what to expect. It is also your job to schedule the inspections so as not to delay the funds. Remember, these contractors have obligations to be met and bills to pay, just like you. When expected payments are delayed, it can cause problems. One thing you must always do when making payments to your contractors is get releases of lien. What you may not know is, if you have a signed contract with a contractor and you fail to comply the payment arrangements of that contract, they may have a legal right to file a lien against your home. This will cloud the title to your property and make it difficult to sell your home without satisfying that lien. Laws differ from state, but, in general, it is a fairly easy process for the contractor. Whenever you make progress payments on a contract, it's critical that you obtain partial or conditional releases of lien for anyone that is receiving funds from that payment. This means if you are using a general contractor, you must also get releases from any subs that may be working for him as well as major suppliers. If one supplier is providing a significant part of material, such as a roofer or appliance store, you should get a release from them. Always request a list of subcontractors and major suppliers from your contractors before starting the job. Before dispersing the final payment(s), you must obtain final releases. We have provided some sample releases, but, once again, you

should refer to the property codes in your state or consult with a local attorney before entering into a contract that involves your home. Knowing your rights is a valuable tool in protecting yourself.

### **Completion**

It's the hardest thing about the job. For some reason, you get 95% of the way there, and you hit a wall. It seems that you will never get this job finished. This is where the value of writing and maintaining a schedule can really help you. Use your schedule to remind your contractors of approaching deadlines and key items that must be done. At some point, perhaps midway through the job, you should begin writing a punch list. For those of you not familiar with the term, this is simply a list of items that must be completed or corrected in order to complete the job. As the general contractor, you will need one list for the overall project and another for each sub. It's a good idea to have regular progress meetings with your contractors to go over the schedule and determine what is needed to keep the project moving. I suggest that you give your subs copies of your overall punch list as well as their own. Hopefully, seeing a written list of what remains to be done, will keep them organized and on task. One of the jobs of a project manager is to manage the different types of personalities involved in the project. Some people are gung ho self motivated, while others procrastinate and need constant prodding. Different methods of motivation must be used with each individual. One of the most powerful tools you have in completing the job is money. When you agree to payment terms with a contractor, it's important that the final payment is made payable at completion. It's also imperative that you stick to this if you want to get the job completed. Once they have all of their money, you've lost all of your leverage. Keep in mind; the final payment must be an amount that is significant enough to motivate the contractor. If the amount is too small, it may become easier for them to just walk away. As the job nears completion, you must become vigilant in addressing the minor details and loose ends. Use your punch list and check off one item at a time and don't be shy about reminding your subs of the remaining items they must complete.

### **Problem Solving**

There will be problems. It's the nature of the business. Material shipments will be delayed, subcontractors will disagree, or you may find a hidden water pipe that prevents you from moving that wall where you wanted it. Unfortunately, when you decided to be your own contractor, you took the responsibility for solving these problems. The first rule is; don't panic. The problems are usually not as bad as they seem, and even if they are, crying, screaming, or throwing a fit will not fix the issue. As the leader, it's more important than ever to remain calm in the face of difficulties. The key is finding the source of the problem and correcting or solving it. Consult your team of professionals for advice. If you've chosen the right contractors, chances are, there is not a lot they haven't come across in the business. They're on your payroll use their experience. Additionally, there are few subjects that you can't find, at least a little, information about on the internet. There's a good chance you can find a forum on it and see how others have handled similar situations. The good manager must learn to be creative and think outside the box. Just remember, it's highly unlikely that you'll encounter a problem that no one else ever has. There is a good chance someone else has already solved the problem for

you. I encourage you to use the resources at [YourselfHomeRepair.com](http://YourselfHomeRepair.com). You'll find lots of home repair help, how to articles, product sources, contractor directories, and much more.

Well, hopefully we've provided you with the information you need to make your project a success. I want to thank you again for buying this product and I recommend that you continue your education on the construction process. In the [resource](#) section of the website, I've provided a list of books, DVD's, and websites that you may find helpful. If there is any way that I can be of help in assisting you with your project, you can contact me personally by [clicking here](#). Good luck with your project. You're off to a great start.

Sincerely,

Glenn Whitehead  
[www.YourselfHomeRepair.com](http://www.YourselfHomeRepair.com)