

Property Guarantee Administration



“Getting on with the job”

Part 5: Booking the job, dealing with additional work and work in progress

5.0: Arranging a start date

You've decided which contractor you are going to use, and you naturally want to 'get on with the job' as soon as possible. Most good contractors have at least a 2/3 week 'lead-time' i.e. the length of time from ordering the work to their day of arrival. If a contractor is able to start the next morning ask yourself why aren't they busy? You may wish to consider this situation should it arise and call them back.

Ask your chosen contractor for a proposed start date. If he operates a tight ship he should be able to give you a date but please bear in mind that building preservation is not a precise art and a few days either way might happen due to circumstances on preceding contracts but you should be kept informed of this. You will probably be requested to confirm your order in writing either in the form of a letter or on a Notice of Acceptance that may have been enclosed with the original report. Keep a copy of all correspondence.

Please remember that it is not unusual for clients to say 'While you are here could you do this' which might turn a seven day job into a ten day job and the contractor's work schedule falls to pieces through no fault of his own!

5.1: Your responsibilities

Read the contractor's report very carefully and ascertain exactly what your responsibilities are before, during and after the work.

If the report states that you must completely clear areas of work of all furniture and floor coverings prior to the arrival of their operatives on site then this is what it means. It does not mean just moving a few things out of the room or to start doing it the morning of the day that work is due to commence. One thing that infuriates contractors is a client who does not do the preparatory work that has been requested before they arrive on site. A contractor will also need access to water, and electricity, for drills, lights, mixers etc.

5.2: Access arrangements

If the house is unoccupied then it is usual to provide a set of keys and to let them get on with it. If the house is occupied then it is probably better not to hand over a set of keys. Remember that you didn't even know these people a few weeks ago! A good contractor will refuse to take your keys if offered - if anything was to go missing, or gets broken in the house during your absence, even if it was not the fault of one of the workers, the contractor could potentially be held liable.

Should you hand over keys to what is after all a comparative stranger a wise precaution would be to change the lock once all work has finished – just in case.

5.3: Additional Work

Occasionally even the best contractors will encounter unexpected problems on some jobs - that's life. A responsible contractor however should not undertake any additional work for which you will be charged, without your prior knowledge and consent.

There are numerous reasons why additional work may be found. For example excessive plaster thickness may be discovered, rot affected timbers previously concealed by plaster or masonry exposed, timber renewals in excess of the limits defined in the report/estimate may be required etc. Additional works often become necessary when dealing with a dry rot outbreak as frequently the full extent of the outbreak is not visible until opening up commences.

A word of caution here is that a good experienced contractor should be able to point out most areas where a dry rot outbreak may have spread to even if it has not been opened up and these areas of concern should be made clear in the report. A good report should point this out so that you would be able to discuss the likelihood and possible additional costs that might be involved before work commences.

Establish what the contractor's procedure is if additional works are discovered. A good contractor should keep you updated on the progress of the work as well as any problems that will require extra work and cost that could not have been foreseen at the time of the survey. Any delay, setback or additional costs should be reported to you at the earliest opportunity, and you should feel comfortable enough with your contractor that should this event occur you would be able reach an agreement on how best to proceed that suits you both.

5.4: Additional Work following a pre-purchase survey

If the survey report that you requested and on which you relied was undertaken in a pre-purchase situation and the work found necessary in that report influenced or was able to influence the purchase price of a property, you should consider the circumstances that brought about the discovery of the additional work.

Did the report on which you relied 'put you on notice' (warn you) of the possibility of additional work being discovered? If the answer is yes then, subject to the circumstances, there is probably little you are able to do. If the answer is no, then the surveyor and/or the report might be considered to be negligent. Had you been aware of the full extent of work necessary or warned of the possibility of additional work being found before you purchased the property, you might have been able to negotiate the cost of the possible work off the purchase price of the property or perhaps not even proceeded with the purchase at all.

If it is considered reasonable that an expert should have been able to foresee or anticipate the additional work but that expert failed to put you on adequate notice and you suffer a loss, a judgement would have to be made as to whether or not the contractor or their report was negligent.

If the additional work is relatively small then you may just accept it and get on with the job but negotiate from a position of knowledge.

5.5: Additional Work – Owner occupier survey

If you are already the owner of a property and additional work is discovered, then whilst the contractor may have been negligent in failing to find or warn you of the possibility of additional work, either way you would still have to pay for it irrespective of whether it was discovered at the time of the original survey or at a later date. You may be disappointed with the contractor but any loss that you suffer in these circumstances is probably very small and there would not be a great deal you could do about it.

5.6: Additional work negotiations

Try to be fair and reasonable with the contractor - don't expect substantial unforeseen work to be undertaken at the contractor's expense. Equally, do not allow yourself to be conned by a wily contractor. If the additional work is able to be completed within the original time frame then it would be difficult for the contractor to justify a significant amount of additional labour cost. If the job was scheduled to take three days but with the extra work it will take four then expect an increase of 20 -25% subject to material cost.

What if you reach an impasse? This is where the use of independent arbitrators can be invaluable, if you are lucky enough to have access to one. Some of the trade associations offer an independent arbitration service and, in certain cases, we may be able to help and/or advise. In cases of sharp practice, or shoddy workmanship, your local Trading Standards office may be able to help. Ultimately, you may consider using the services of a solicitor as the only way to impress the seriousness of your concerns upon the offending contractor.

If all else fails and you haven't yet paid for the work, then pay only for that portion of the work that you are satisfied with. Promise full payment on satisfactory completion of all of the work.

5.7: Work in progress

Do not tolerate constantly delayed start dates, or short or irregular hours on site. Building preservation is not a precision art industry so jobs do overrun and additional works do occur resulting in delays in a work programme but a contractor with good contract management should keep you informed and keep delays to a minimum.

Do not tolerate a stop-start operation, where the workmen arrive and do a bit of work for a day or part of it, before disappearing for two days. In these circumstances your job is being treated as "A Hospital Job" and vacant properties are where this is most likely to happen. If you have any serious concerns about the quality or progress of the work, write them down and pass a copy on to the contractor, asking for written confirmation of what action they intend to take to alleviate or dispel your concerns.

Your job is very important to you. Do not allow the contractor to treat other jobs as more important than yours once they have started. Seek reassurance before the job starts that this will not happen.

5.8: Liaise with the contractor and treat him with respect

Having work carried out on your property is a stressful time especially if it involves a certain amount of demolition and destruction. It is important that you liaise closely with the contractor throughout the job and express any concerns that you might have whilst the job is in progress and not save them up until the end after the men have pulled off site. It is far easier to attend to any concerns whilst the men are on site as opposed to leaving it until they have pulled off site and trying to get them back later.

And finally please don't treat the contractor or the men working on site as underlings or minions. A good tradesman has pride and integrity and will not welcome being told how to do the job. Just because a man does not wear a suit to work and gets dirty does not mean that his work is menial. Treat the men with respect, and they will build that respect into your job.

PS - a cup of tea when they arrive in the morning will often get them on your side.

The guidance suggested in these notes is provided in good faith and is by its nature very general and brief. Should any person or organisation wish to use or rely on any aspect of these notes then they must satisfy themselves of the accuracy of the section and take professional advice prior to any action being taken by them. Property Guarantee Administration Guarantee Ltd. accepts no responsibility for any loss or injury that may occur as a result of the information provided in these notes.

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