



Finding & Evaluating a Contractor

Oh no! I need a contractor! What should I do?
(Tips and suggestions for Home Improvement Projects)

At some time or other, you may want to consider improving your home. When the project requires an outside vendor or contractor, it's wise to spend a little time before you sign a contract and commit a significant amount of money. In most cases the old adage, "You get what you pay for" couldn't be truer.

The following is a list of points to consider:

- The easiest way to find a contractor is to check with your neighbors, friends, co-workers, relatives, or your insurance agent who have had similar work done on their property. Most will be willing to relate their experience and tell you whether they are happy with the results.

Ask them:

- Did they receive a complete and understandable contract?
 - Is the contractor licensed?
 - If there were any changes, was the contract amended to reflect the total amount?
 - Was the job finished on time? If, not, Why?
 - Would they use the contractor again?
- Check with the Arizona Registrar of Contractors (ROC) for licensed contractors. You can find this information at: www.rc.state.az/us/ or (602) 542-1502. Unlicensed contractors may or may not be listed with the local Better Business Bureau. Select a contractor that can provide proof of liability and workers compensation insurance.
 - Decide what it is you want to do and what type of contractor will be required. Write it down and make sketches. Decide on a budget and stick to it. Many times the first request for bid is for a very simple project and the first contractor responds to that definition. The next one has some very nice "extras" that you like and he adds those to his bid.
 - Ask for a detailed bid for the project. Before accepting the lowest bid, compare the scope and detail of each bid you received. It's the old "apples and oranges" thing.
 - Ask for a list of previous customers with addresses and phone numbers.
 - If you are not sure what is required to meet the ALC Guidelines, stop in the ALC office and discuss your project with the staff.

Before signing a contract:

- Compare the bid versus the contract to be sure all items, listed in the bid are included and all verbal promises are included in the contract.
- Give the contractor a copy of the ALC Guidelines and review the applicable sections. If the contractor completes the job and it does not meet the ALC Guidelines, it is the Homeowner who is ultimately responsible to see that any and all corrections are made.
- If you plan to do some of the work, or hiring a subcontractor, add this to the contract and explain in detail the scope of that part of the job.
- Never sign a blank or partially blank contract
- Check that a list of all the materials to be used match what was originally agreed upon. Clarify the procedure for any change orders. If the change has an effect on the total price, have the contract adjusted and signed including the amount of the change (plus or minus).
- Be sure that there is a written section in the contract that covers warranty. How long and what is and not covered.
- Set a reasonable date for completion and penalty for failing to meet that date for other than valid and verifiable reasons.
- Verify that the terms of the contract. Never pay the total up-front. The accepted format is no more than one third as a deposit. Smaller jobs may be one half. Include a progress payment schedule, with agreed upon milestones and sign-offs if the job is extended and expensive. Don't pay the final amount until you are satisfied and the job is complete.
- Pay only by check or credit card, never cash. Provide lien waivers in exchange for payments.
- Be sure that the person signing the contract has the authority to do so on behalf of the contractor. Once the contract is signed by both parties keep it in a safe place.

During the construction phase:

- Keep a simple journal and keep a log of:
 - When the job actually started
 - Take photos if you have a digital camera and set the camera to print or write the date on the back of the picture and brief notes.
 - Enter any changes or problems, concerns, questions and responses that arise during the job as a reminder when the job is "completed".
 - For each phase or each sub-contractor, rate and comment on their work.
 - Did they clean up the area on a routine basis?
 - Enter the date and check Number for each payment and what it covered.

Contractor Compliance Understanding

The following form is not a required document, but may be useful in the pre-stages of evaluating a contractor before signing a contract. It also includes a summary of the policies relative contractor activities during construction and work in our community.

		Date :			
Last Name:		First Name:			
IronOaks Address:					
Street:					
	Unit#:	Lot#:	Local Phone:	. .	
E-mail	@		Other Local Phone:	. .	
Mailing Address (if different)					
Street:					
City:		State:		Zip:	
			Alternate Phone 1:	. .	
			Alternate Phone 2:	. .	

Contractor Name:		AZ ROC #			
Mailing Address:					
Street:					
City:		State:		Zip:	
Job Superintendent Name:					
Emergency Contact Phone:	. .				
Emergency Contact Phone:	. .				

ALC Compliance and related issues

Before any consideration of the Architectural Landscape Committee (ALC) Permit Request and approval of the proposed modification and permitting construction to commence, the Owner and Contractor should understand and agree to the following:

The project shall be in strict compliance with the approved plans and specifications to be submitted by the Owner to the ALC. If commencement of construction should be attempted prior to receipt of written approval by the ALC, it is understood and agreed that ALC shall have the right to demand that the Contractor and/or subcontractors cease and desist any and all work not having ALC Approval until such written ALC approval has been received. Work started without an approved ALC Permit Request will result in a monetary fine to the Homeowner. Should any changes be required at any time during the project, those changes must be approved in writing by the ALC.

No dirt, debris or other related construction material is to be dumped on any part of the Common property. All excess material is to be disposed of off-site.

If material is to be delivered and placed in the street, traffic cones and/or street barricades are to be erected around the material. Stockpiling of material on adjacent property is prohibited. Contractors will be required to place all pallets, cement and other materials in Homeowner's driveway, yard or garage. Any material stockpiled in the driveway shall be left so that it will not be an annoyance, visual distraction or hazard to surrounding Homeowners. Materials left on driveways must be neatly covered with tarps after working hours.

On a daily basis all trash and debris is to be picked up and the street cleaned. No dirt shall be left in gutters or on the streets. When a hazard has been created, such as an open trench, hole, exposed wiring, etc., it must be barricaded in such a manner that injuries or accidents will be prevented.

Dust or debris emanating as a result of the modification or construction is the responsibility of the Homeowner performing any construction or modification to the property. It is the responsibility of the Homeowner where the construction or modification is in process to reimburse adjacent homeowners, if requested by any neighbor for reasonable window or home washing/cleaning resulting from said dust or debris. If not corrected, the Homeowner may be liable for an appropriate monetary fine by the ALC.

During the course of work, all vehicles (maximum of three per worksite) shall be parked on the same side of the street so congestion will not be

created. There will be no parking in or blocking of the driveways of surrounding Homeowners. Parking on streets requires an on-street parking permit, available through Main Gate and issued by IronOaks Patrol.

The Contractor is responsible for returning any IronOak Common Area or any other improvements within IronOaks damaged by the Homeowner and/or Contractor to its original condition, including any transplanted plant material. Any costs incurred by the Sun Lakes HOA#3 (i.e., the "Association") to restore property to its original or better condition that was damaged by Homeowner and/or Contractor will be immediately reimbursed to the Association by Owner and/or Contractor.

Please refer to the IronOaks at Sun Lakes *Architectural and Landscape Guidelines* for specific details regarding the items, specifications, and related issues regarding any exterior modifications or alterations to the Homeowner's property. The contractor is expected to comply with the *Architectural and Landscape Guidelines*, as well as the Association's Rules and Regulations. The contractor should be furnished with copies of these documents by Homeowner.

All exterior changes, additions, and/or modifications must conform to the building codes, ordinances, and regulations of Maricopa County or the City of Chandler, whichever is applicable. The Homeowner is responsible for obtaining any and all required approvals and building permits from the applicable governing agency prior to obtaining the ALC Permit Request and approval by the ALC.

A copy of the contractor's license, a copy of each certificate of insurance should be provided to the Homeowner before the signing of any contract and commencement of work and before the submission of the ALC Permit Request. All policies for liability protection, bodily injury or property damage shall specifically include the Homeowner as an additional insured. The additional insured endorsement must be have both Primary and Non-Contributory wording. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy or policies shall be provided to the Homeowner in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. The insurance policies of insurance typically have recommended limits of:

- Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.
- Workers compensation insurance for all personnel working on the modification.

The following have read and understand the items listed in this document:

Contractor:

Print Name:
(Authorized Agent)

Sign Name:

Date:

Homeowner:

Print Name:

Sign Name:

Date:

It may look like a lot of time and effort, but this investment could really pay off and prevent a great deal of anxiety and, yes money. It is also a good idea to have a friend, relative or attorney to review the contract, as well as any loan documents if you are financing the improvement. A little bit of planning and homework could make that home improvement run smoothly, be completed on time and add to the value and enjoyment of you home.

Your neighbor might even ask you for a referral!