

REPAIRS & MAINTENANCE

MATERIALS

When making any repairs or improvements to a facility, use only the toughest commercial grade products. Residential grade materials may be less expensive in the short term; however, the alumni and volunteer corporation will pay far more in the long term.

CHOOSING A PROFESSIONAL

Before you hire a professional, you should give careful consideration to the choice. You have several resources to check when seeking a contractor or other professional services.

Personal Recommendations

Alumni, friends, neighbors, and relatives may all offer an opinion you trust. Be sure to consider those with previous experience hiring a contractor.

Trade Association

The National Association of Home Builders or the Home Remodeler's Association may be a good contact. Membership in these organizations or in the local chamber of Commerce is usually an indicator of reliability and honesty. Businesses with these contacts typically have roots in the community and are interested in maintaining a positive reputation.

University Housing & Greek Community

The college/university housing department may also have listings of contractors. Such a list tends to have quality professionals from which to choose. If a contracting or service company can retain a recommendation from another alumni and volunteer corporation or university official, it will probably serve your purposes well, too.

Dealers & Supply Stores

These companies know all the local contractors and will sometimes be willing to make recommendations. Each dealer will naturally favor his own customers, so compare recommendations from different dealers and select a name that is mentioned several times.

Yellow Pages

The Yellow Pages list professional services. For a specific topic, look under the appropriate category. Newspapers often carry ads for individuals specializing in home repairs.

Better Business Bureau

The Better Business Bureau may be contacted to check references. This organization usually will not make recommendations, but it can tell you whether or not the names under consideration have any complaints listed against them.

BIDS & CONTRACTS

When the chapter facility requires the work of a professional contractor, you should always make sure to get a written estimate from each contractor. Consider those estimates that clearly detail the costs of the project. This estimate forms the basis for a written contract and written time line. Once a professional is decided upon, the following factors should be clearly outlined in final contract signed by both parties.

Plans and Specifications should be attached to and become part of the contract.

- ❑ **Brands and Models** should be pre-determined and specified.
- ❑ **Substitutions** should be approved. Approval for “equal” substitutions should be required in the contract. Substitution clauses are common and they should be considered with caution.
- ❑ **Second Party Involvement** should be mentioned in the contract and the other parties’ roles clearly spelled out, especially if it will be supervising the project. The architectural firm is an example of a second party.
- ❑ **Subcontractors** are the responsibility of the contractor. If there are subcontractors to be hired, make the general contractor responsible for hiring the, paying the, and coordinating their work. Have all of this spelled out in the contract.
- ❑ **Dates/Time Line** should be included. Just remember that these are not really very binding in a court of law. The time clause will be much stronger and enforceable if the wording says something like “Time is of the essence” or “Dates are of the essence in this contract.” The alumni and volunteer corporation will need to allow for unavoidable delays, but a completion date gives the alumni and volunteer corporation something to fall back on if the contractor is deliberately stalling or leaving for another job before the alumni and volunteer corporation is finished.
- ❑ **Insurance Coverages** should be obtained by the contractor before he starts. Request proof of coverage including proof of such an agreement with the subcontractors. This insurance coverage will save the alumni and volunteer corporation from being held liable if a worker injures himself while working on the property. Liability insurance should also cover damage to the property.
- ❑ **Cleanliness and Debris Removal** and who will do it should also be clearly defined in the contract. It should also clarify just what “cleaning up” means.
- ❑ **Damage** of lawns, plants, trees, or other shrubbery may occur when the chapter facility undergoes major repairs. The contract should state who will pay for making the needed restorations or replacements.
- ❑ **Approvals** may be required from the local building department as work progresses. The contract should spell out the contractor’s responsibility for arranging for inspections and getting the necessary approvals by making certain his work conforms to the codes.
- ❑ **Changes** requested by the alumni and volunteer corporation, suggested by the contractor, or additions to the original contract should be written down and signed by both parties. This is probably the most frequent cause of disagreement between contractors and homeowners.
- ❑ **Terms of Payment** should be spelled out. For your protection, the alumni and volunteer corporation should always be ahead of schedule. That way, if the contractor fails to finish the work, the alumni and volunteer corporation will ban a balance in its favor. The terms should be such that the final balance is not due until a reasonable length of time (from 10 to 30 days) after the job is finished. The alumni and volunteer corporation needs time to check that the work has been done satisfactorily.
- ❑ **Final Arrangements** need to include an affidavit certifying that payment has been made for all subcontractors and all materials.