

Construction

After many months – or even years – of preparation, you will reach the final and most crucial stage of the project: the building work itself. The success or failure of the construction stage will probably have been decided well before you reach this point. Things will go wrong, because that's what happens on a building site – even the best planning in the world cannot cover every eventuality. But if you accept that there will be problems, and have an idea of how they will be dealt with, you have every chance of dealing with them successfully. All of this section applies if you are using a single main contractor, but much of it also applies if you are self managing or doing much of the work yourself.

Summary of This Stage:

- Agreeing the Building Contract
- Preparing for Work to Start
- Building Your Home
- Reaching Completion

Agreeing the Building Contract

Never, ever, agree to engage a main contractor without a proper written contract from an independent source. It is not necessary to employ a solicitor to draft one especially for you – there are plenty of standard contracts, some of which have been developed by committees with representatives from all the main bodies involved in the construction industry. (The best-known of these is the Joint Contracts Tribunal, or JCT). They are fair to all sides, and are specifically designed to anticipate the most likely problems and stipulate how they should be dealt with.

A contract often used by architects is 'JCT Minor Works', but there are others that are similar. On signing the contract, the employer (you) takes on certain duties, mainly concerned with payment, and also takes the ultimate responsibility and risk for the contract. Much of the work can be delegated to the architect, if you employ one to help on site. In this respect, building your home is very different from buying a house from a developer and being simply 'a customer'. After you have signed a contract, and everyone is clear about their responsibilities, it can be put away and hopefully not have to be referred to again.



Make sure that you explain to tendering contractors which contract you will want them to use – and the main points of it, such as liquidated damages, etc. Otherwise, the lowest contractor may use the introduction of a contract as the basis to renegotiate the price.

The Key Terms of a Building Contract

The Parties

This is you, and the builder. You may think it is obvious, but some builders have more than one company. And sometimes parties to contracts have used the fact that have been wrongly described in a contract to avoid their liabilities.

The Identification of the Works

Particularly important if the contractor takes on other work outside this contract, e.g. the landscaping.

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Preparing for Work to Start

The Contract Documents

It is essential to state the specific drawings, by number and revision letter, as well as the version of the specification. These may be different from the tender documents if a price-cutting exercise has been carried out.

The Professionals

If you are using an architect or similar professional to manage the contract on your behalf, you must make clear what powers they have in the contract. You should also have a matching, separate agreement with this contract manager.

The Tender Sum

This has to tie in directly with the contract documents, and must reflect any post-tender changes.

The Project Duration and Liquidated Damages

Many of the problems that arise between client and builder are due to overruns. The contract should clearly state the time that work is to start, and when it is to be finished. A useful clause to have is one that states that any unwarranted delays will give you the right to make deductions from money due to the builder, usually a set amount for each week. These payments are known as 'liquidated damages'.

Payment Terms

Contractors are usually paid every four weeks, or at specific stages in the job, e.g. upon reaching damp-proof course level. Also, a small amount is held back until the end of the job – usually 5 per cent of the tender sum. A smaller amount is kept until six months after work is finished (usually 2.5 per cent).

Insurance

The contractor must have, and maintain, adequate insurance. But this will probably not be extended to cover items that belong exclusively to you and are stored on site, unless you ask for this.

Solving Disputes

There should be a description of what parties can do if there is a dispute, and what to do if it cannot be settled.

Preparing for Work to Start

Once the contract is signed, you are almost ready for building work to start. But there are a few matters to be dealt with first.

Where will you live?

You will probably have made this decision much earlier, but may have modified your plans in the light of the tenders that you received. The ideal is to remain in your existing house for the duration of the project, but many people cannot afford to do this. The next-best option is to rent a house somewhere near the site, or move into your parents' home. For those who have a very limited budget, and are able to take the stress, mobile homes can be rented and fixed up with plumbing and mains services. The latter should only be taken on if all members of the family agree, and have realistic expectations of the quality of life that they will experience.



Whatever the build programme says, regardless of whether you or a firm of experienced contractors have prepared it, always allow for at least a 20 per cent overrun, and have contingency plans for if it is longer. If you are building or managing yourself, allow for a 50 per cent overrun.

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Preparing for Work to Start/Building Your Home

2. Details of subcontractors – names and addresses.

6. Certificates

Every four weeks, or stage-payments?

7. Health and Safety

What measures will the contractor have in place to manage health and safety? Is there a risk that the site may be easily accessible to children and other members of the general public, and will steps be taken to keep it secure?

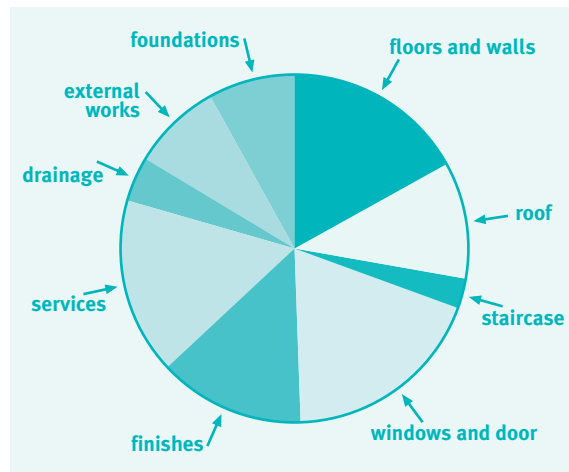


Make sure that all the original contract documents are signed by both parties, with initials on each drawing, and that they are kept separately, away from the project files. If there are any disagreements about extras, etc. you will need to refer back to them.

Building Your Home

Starting to Build

Don't be surprised if at 8.00 a.m. on the day work is due to start, no-one turns up. The contractor is committed to a completion date and has a right to start on the contractually agreed date, but not an obligation. A diligent builder will make sure that the last job is properly finished before moving on to the next – an attitude that you may be grateful for when it is your turn. A telephone call at 8.30 a.m. demanding to know where the workforce have got to will not help diplomatic relations.



Where the money goes.



Planning approvals often have conditions, such as that brick types or a landscaping design be submitted and approved 'before work commences'. Don't forget to get these discharged before the building control officer is notified of work starting.

Table 14: A Typical Build Programme

Weeks	1	4	8	12	16	20	24	28
Groundworks	█							
Brickwork		█	█					
Roof			█	█				
Carpentry				█	█			
Electrics				█	█			
Plumbing					█	█		
Plasterwork/Scree				█	█	█		
Decorations				█	█	█	█	
External works						█	█	



As well as the photos and video recordings that you will inevitably want to take of progress, keep a job diary, recording your visits and what stage the work has reached. If you are not satisfied with progress later on, or if there are arguments about what was discussed or agreed, notes made at the time, however rough, will carry a lot of weight.