



**Boulder County  
Land Use Department  
Publications**

## **Before You Build...**

**Land Use Department**  
Courthouse Annex Building  
2045 13th Street  
PO Box 471  
Boulder, CO 80302

**Building Safety &  
Inspection Services:**  
t: 303-441-3926  
f: 303-441-4856

building\_official@bouldercounty.org  
www.bouldercounty.org/lu

**Office Hours:**

Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.  
Tuesday 10 a.m. to 4:30 p.m.

Building Permits can be applied for  
and issued until 4 p.m.

## **Before you Build...**

Disputes between homeowners and contractors are common during building or remodeling. However, if you plan your project carefully you can avoid many of these common problems. This brochure is intended as a guide to foster good communication and solid contracts between consumers and contractors.

### **Quick Check:**

#### **Do's...**

- Research your project thoroughly.
- Search [www.bouldercounty.org](http://www.bouldercounty.org) for "*Licensed Contractors Serving Boulder County*."
- Check the reputation of your contractor.
- Get at least three written bids on your project.
- Check with the Better Business Bureau, local District Attorney's Office, and city or county building department regarding the reputation of your contractor.
- Determine if permits are required, or if there are zoning restrictions to be considered.
- Write a detailed contract that includes dates, materials, change orders, inspections, and payment schedules.
- Make sure everything you have discussed is in writing and make sure any changes are in writing.
- Make frequent inspections of the work and communicate with your contractor. Make a final inspection before final payment.

#### **Do Not's...**

- Make a large down payment. This is a major area of complaint. Most problems arise when consumers pay a contractor up front.
- Hire a contractor without thoroughly checking their reputation.
- Sign anything unless everything you expect has been put in writing and the contract is complete, including items mentioned in this brochure.
- Agree to a change without a change order stipulating price and scope of work.
- Let your payments get ahead of the contractor's completed work.
- Make final payment until the job is **inspected and complete**.

## Before You Hire A Contractor

### Research

Research your project so that you will be knowledgeable about what is required to complete the job. Determine the kind of quality you want, the materials to be used, and specific itemized costs.

### Finding A Reputable Contractor

The reputation of the contractor is of primary importance in new construction, home improvement, or remodeling. The best source of information may come from neighbors, friends, or the contractor's former customers.

Ask for several references from a potential contractor and check them out. Visit the locations or call the customers and find out if they were satisfied with the work, if the work was done in a timely manner, and if problems were handled quickly.

Search [www.bouldercounty.org](http://www.bouldercounty.org) for "*Licensed Contractors Serving Boulder County.*"

Check with the local Better Business Bureau, building official, trade association, and District Attorney's Office to help determine the reputation of a contractor. If license and insurance are advertised, ask for proof.

Contact several contractors and ask them to give you estimates for the work to be done. Every contractor you deal with should have a business phone and address. Do not deal with someone who operates out of the back of their truck with a cell phone.

Some contractors may charge for providing an estimate. Their reasoning is that this is time out of their schedule that may or may not result in a job for them. Most contractors will, however, apply this fee to the job if their bid is accepted.

We do not generally recommend dealing with a contractor who says they will work only on a "cost-plus" or "time and materials" basis. Any experienced contractor should usually have the means to provide you with detailed information about your job. But if circumstances create a situation where there are unknowns and a "time and materials" contract is necessary, be sure there is a monetary ceiling specified.

No matter how well you define your contract, it still comes down to the competence and integrity of your contractor—**so choose carefully!**

## Getting Bids

For any significant home improvement project, you should obtain at least three bids that detail the scope of the work, the types of materials that will be used, the time frame for completion, and the total cost of the project.

Before you meet with a contractor you should prepare a list of your needs for the project. You should have detailed plans of the types of materials to be used. Use this list in your discussions with each potential contractor to enable you to compare bids.

Be open to suggestions and ideas about your project. You are hiring an expert whose advice can be very valuable. Your contractor may be the best source of recommendations regarding materials.

Beware of contractors who might try to sell you items you don't need, or cut corners that, while resulting in a lower bid, may also result in a substandard job. Be sure the contractor will follow all state and local building codes.

Never deal with a contractor who gives a bid without ever having come to your home. Get everything in writing!

### Bid Comparison

Carefully compare the bids, bearing in mind that the lowest may not necessarily be the best. In fact, an unusually low bid may be a reason for caution. That contractor may be planning on using inferior materials or inexperienced help. Sometimes a contractor may be planning on making up the difference by charging you with lots of "extras" once the job has begun.

Remember that the bid can be used as a starting point in negotiations with a contractor you select. It should not be used as the final contract.

Compare prices, work quality, reputation, licenser and insurance before you make a final selection.

### Permits And Inspections

Your local building department can tell you if permits are required on your job. Permits provide an additional level of protection for consumers since the project will be reviewed by an expert for code compliance and safety. Find out what inspections are required and call to schedule those inspections.

The responsibility for obtaining permits should lie with the contractor, however, it is the homeowner's responsibility to make sure a permit was issued for the project. In the event the building department finds problems, they will ask the contractor to be responsible for repairs.

Most jurisdictions require contractors to be licensed. A contractor who is licensed has demonstrated professional competence and shown proof they have liability and workers compensation insurance. For your own protection, make sure the contractor you are hiring is licensed (if required). Call the building department in your area for contractor licensing requirements.

## Listed below are the phone numbers you need to call to obtain a permit within Boulder County:

County Departments & Incorporated Town Organizations	Phone #
Boulder (City)	303-441-1880
Boulder (County)	303-441-3926
Broomfield	303-438-6284
Erie	303-926-2770
Jamestown (for Boulder County code enforcement)	303-441-3926
Jamestown (City clerk for permit approval)	303-449-1806
Lafayette	303-665-5588
Longmont	303-651-8330
Louisville	303-666-6565
Lyons	303-823-6622
Nederland	303-258-3266
Superior	303-499-3675
Ward	303-459-9273

### The Contract

The ideal contract should spell out every step of the project, including material and labor costs. Many homeowners simply sign a bid and let the bid serve as a contract. Bids may not be as specific or detailed as you need to provide you with the protection if a dispute arises.

The contract should be as detailed as possible with materials, colors, brand names, styles and models defined. The contract should specify the contractor and subcontractors' names and addresses, along with the names of material suppliers.

Don't be rushed into signing a contract before all the specifics are in writing and you understand everything you are signing. Then be sure you have a copy of all the paperwork involved, signed by both yourself and the contractor.

Be sure everything you have discussed is reflected in writing. Consider hiring an attorney to review your contract, especially if your project is large. Many people use a standard contract developed by the American Institute of Architects, which is available at most stationary stores.

### Dates

Project start and completion dates are crucial. Delays can occur due to weather and materials delays, but consumers need the protection of a specific start date and a completion date that leaves allowances for only very specific delays (i.e. materials ordered, weather, etc.)

### Insurance

Be sure your contractor has the necessary insurance to cover the work and the workers, and ask for proof. Check with your own insurance company to see about your own coverage in the event of accidents or injury.

### Change Orders

There should be an agreement that the contract cannot be modified without the written, dated consent of both parties.

Change orders and "extras" can be the source of constant disagreement. The scope of your project may change during construction or the contractor may find unexpected problems while working. Get written change orders dated and signed by both you and your contractor before the work begins.

## Cleanup

This item can be a cause for disagreement if the responsibility is not clearly defined in the contract.

## Schedule Of Payments

Next to contractor reputation, a payment schedule is critical for consumers. Every year, consumers pay large amounts of money up front and the contractors disappear or do a small amount of work and then disappear.

Down payments are customary, but should not be more than a small percentage of the total job. Anyone who requests a large down payment in advance should be avoided.

A schedule of payments should be defined in the contract so that payment is made as work is completed. Final payment should only be made after the job is complete and you and the building inspector have had time to inspect the work. A hold back clause might be used to allow you to withhold a percentage of the final payment until all construction is completed, permit(s) are finalized, and you are satisfied.

If it is a large project, we recommend you consult an attorney. There are additional methods to escrow money and releasing it through a bank or other entity as work is completed.

## Warranties

Warranties given by the contractor should be defined in the contract. Any manufacturer's warranties for materials used in the project should be attached to the contract.

There are legal limits on any warranty claim you may need to make so be aware that you should act quickly if you notice a defect in your job. Notify the contractor in writing immediately, requesting prompt action and a written response.

## Job File

Be sure to keep accurate records of your project. Keep a file that includes the contract, plans and specifications, bills and invoices, canceled checks, change orders, lien releases and letters or notes on conversations with your contractor.

## Mechanics' Liens

If a homeowner pays a contractor and the contractor fails to pay a supplier or subcontractor, the subcontractor could place a lien on your home to try to recover the money owed. A lien is a means by which the subcontractor or supplier has the right to take and hold or sell the property of a homeowner as a security or payment for the money owed to them for supplies or services provided for work on that property.

Colorado law makes it an affirmative defense against a lien to have paid a general contractor in full. This means if you can prove that you paid the general contractor, you may not have to pay the lien. But it might involve going to court to prove payment.

You might want to obtain lien waivers from your general contractor, subcontractors and suppliers before your final payment. Another method to protect yourself might be to write checks to both the contractor and supplier.

## Dispute Resolution

A successful mediation can restore the relationship between the consumer and contractor and save money spent on lawyers and the courts.

Consider building a clause into your contract that requires you and your contractor to go to mediation or binding arbitration before going to court.

## Rescission

You have the right to cancel a contract within three business days if you signed the contract away from the contractor's place of business—your home, for instance. Use those three days to examine the contract.

If you cancel the contract, call the contractor and then be sure your cancellation is sent in writing by registered mail.

## What to Do if Problems Arise

Communicate with each other. Most problems arise when people are unwilling to sit down and talk about the issues. Whether you communicate in person or via notes, work on maintaining a relationship that involves good communication, realistic expectations and respect for each other.

If problems arise that remain unresolved through attempts at communication and mediation there are a number of legal alternatives available.

## Contact:

**Boulder District Attorney's Office  
Community Protection Division  
303-441-3700  
boulder.da@bouldercounty.org**

**Mailing Address:  
Boulder District Attorney  
P.O. Box 471  
Boulder, CO 80306**