Landing the First

PUNCH ... LIST

By S.S. Saucerman

Three days after you satisfy the first (and, you thought, only) punchlist for a job just completed, you send out your final billing to the owner—complete with final lien waivers, signed affidavits, as-buils, warranty info, O&Ms . . . and everything else required for your close-out. A feeling of relief comes to you as you drop the bill in the mail box.

Later that same afternoon, unannounced and unanticipated, you receive from the project architect a second punchlist. On it are new items, items “requiring remedy and resolution before final payment will be released.” You do your best to stay calm as you take in the meaning of the new, multi-page document, but before long, an involuntary dread begins to overtake your thoughts,
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and a low groan rises from deep in your chest.

You read on. The new list describes nicks, scrapes, scratches and scuffs on walls, floors, windows and doors—damage possibly inflicted by the tenants who now occupy the building—but how do you prove it? I guess you should’ve taken more pictures. It’s early August and (even in your air-conditioned office) small beads of sweat begin to appear on your forehead. Seconds later, they’re dripping down on the document. You continue leafing, reading of more deficiencies. “These aren’t small things,” you tell yourself as you page faster . . . and then faster. Soon, the words start to lose their meaning, so you toss the sheets down on your desk.

You weigh the situation in your mind. You genuinely believe the second list is unfair, but you don’t want to risk alienating the owner (with whom you hope to conduct future work). And for that matter, you really don’t want to anger the architect either . . . who owns the ability to one day again dispense bidding opportunities your way.

So, you’re stuck.

You bite your lip, count to 10 (blood pressure), and accept this latest frustration. You go to the phone and call your project foreman (who is now busy with a new project) to let him know he’s not quite done with this other job yet. You tally in your head the man-hours needed to complete this new work. Then, you subtract this value from the profit line item for the job—still fresh in your mind from project closeout.

“Damn.”

You stay late and break down the second punchlist by trade and call all the subcontractors and suppliers impacted by the new set of demands. Like you, they’re not thrilled with hearing of a second list, but they eventually accept their fates. After all, you are holding their money. The owner is still holding your money.

Two weeks pass before list number-two is complete. As luck would have it (bad luck, that is), the architect—who will accept or reject the work—is out of town on the day the list is completed. In fact, it’s another week before he’s able to make a decision.
to get together with the owner for another punchlist walk-through. The final billing you mailed to the owner is now a month old and sits unread, collecting dust on the architect’s desk. Many of the subcontractor and supplier invoices you’re holding are now well into their second month.

The owner/architect walk-through finally comes off, but it’s still another week before the architect (reluctantly) approves your final pay request. That is, of course, except for money he withholds as a contingency amount for some concerns he still harbors about some of the punch items. Nothing in particular, just concerns. He tallies the deductions, signs the request and forwards it by regular mail to the owner for processing and payment. As it happens, the board of directors—who approve payment for the owner—meet only on the second Monday evening of every month, and your request just misses making this month’s agenda. “I’m sorry, but it will have to wait until the next meeting,” they calmly explain. Meanwhile, your subcontractors and suppliers for the job are now calling daily and growing more volatile with every call. A few have threatened to lien the job. One has threatened to come over there and have it out with you.

So, you pay them off with your own funds. It’s suppose to be like that anyway. The owner’s next meeting roles around, and the board approves your payment. Success at last.

Fifteen days later, your check arrives in the mail.

Two months after that, you get the money (which has been reduced in the interim) retained by the architect.

Six months after that, you retire.

About the Author
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