As a longtime consultant to the construction industry, it seems to me that wall and ceiling contractors, above all the others in a construction job, get the short end for it always seems the solution to everyone’s problems on the job is to get the walls on and the ceiling up.

This solution hides the General Contractor’s mistakes; it gives the Owner a feeling of “at last it’s getting done”.

The threat of being covered up is the ultimate weapon to make the plumber finally test and insulate all those odds and ends, or to make the HVAC people or electricians finally pay attention to that work long ago requisitioned and paid, but never done.

Unfortunately the humor has an ironic ring to it, for what may seem funny happens all the time to the detriment of the subcontractor’s pocketbook.

How can this happen?

First, when the General Contractor buys your services, he tells you all the good things: the schedule, the roof will be tight, the heat on, or it will be summertime, low moisture levels, no way your tile will ever have a fingerprint, the floors—they’ll be cleaned, wide open; all the storage you need; dry, bright, what else. No come backs, no leave outs; you can use the hoist, be glad to help you, personnel elevator, the fastest and biggest temporary hoist, no problem on protection of finished work. A panacea of loveliness. Why, it’s going to be so nice, it almost sounds like you won’t have to do the work. Of course, your price is too high, but that’s easy to fix.

Am I being too smart? Not really, for points like those are discussed and promises, made day after day on almost every job of any importance; and then eight months later when the wall work starts, all the promises are forgotten and, if not, then ignored, and the dry wall guy gets it right where it hurts—in the pocketbook.


There are positive answers to those questions, and each could be the subject of an article. The success in winning a dispute, however, has its foundations in planning before the dispute occurs, indeed before the contract is signed. A few points which occur to us are presented below.

Now most of you will see either the AIA Standard Form of subcontract, or something very similar, which the General has devised because it is better for the General than the AIA form. You can be sure it was not rewritten to help the subcontractor.

When you deal with or are selling, a General, you have to really think and understand what he is doing,
what his problems are, and his needs, particularly as they relate to you.

Need number one is “Price”. Every General wants to buy it cheap. I mean bottom dollar, and all he wants is that you meet specifications and that nothing in your trade is left out of the deal. He doesn’t care how you meet specifications; he’ll never read your section of the specs, and if he does, he won’t understand much beyond the scope section. Just so long as you are there when he thinks he needs you, you get it done, and the Owner or the Architect is happy, the General is happy.

If you can save money by substitutions, buying your stuff in China, installing it with skyhooks and leprechauns, he won’t care just so long as you are there when he thinks he needs you, you get it done and the Architect is happy.

Therefore, don’t reveal your innovative ideas until you’ve closed the sale unless you need them to meet the market. The savings you offer General Contractors when they have a job under contract go to him until you have a subcontract. Once you are signed, your ideas and savings go to the Owner through the General, and that’s where your skill in new ideas can get the best dollar for you.

Every owner wants to save $3,000. The fact that you save $6,000, well, why not? The only credit due an Owner is the least amount it requires to satisfy.

THUS POINT ONE: Never tell the General more than you have to in striking the bargain, but be sure, if your price depends on using something that deviates from the specs, to tell him and qualify your bid. Once you have the job, go to any early job meeting and out loud, so the Owner hears, ask the General how you can propose some ideas which will in your opinion save money and be better for the job.

POINT TWO: During that selling effort, always tell the General you need a roof, walls, stairs, elevators, clean floors, tested insulated pipe, ground ceilings, and all the other items you think you might possibly need. Write them down beforehand, and when you are sitting there mention each one of these and don’t read them like a grocery list. Don’t insist he write them all down. Instead, insist you must have the right to reject surfaces to which your material will be applied.

When he sends you the contract, don’t rush to return it, wait a few weeks and then return it, but first add Rider “A”, which says: “Per our negotiations, General Contractor will provide, to the extent subcontractor requires, the following:” and you list what you said you needed. No sense queering the deal in the sales effort, but after you’ve held the contract in your hand a while, you can get a little chintzy. Chances are the General

(Continued on Page 56)
DELAYS:
(Continued from Page 37)
will agree to Rider A. It’s usually too hard to go back to the other sub after the job has been given out. If objection is too strong, just hang in there, pleasantly insisting that all you need is what he said.

POINT THREE: When he calls you to start, visit the job, and if it is sooner than fair, send a nice letter, saying “Dear General: We are starting work per your instructions. However, surfaces are generally not ready, nor are the conditions for installation up to the basics we established. Since you are behind schedule, we will do our best to help you. If we find the extra costs which we shall certainly try to minimize are beyond that we can bear, we will look to you for payment. Very truly yours.”

Who can get mad at that nice letter? Just being a good friend and giving the notice usually necessary to satisfy the law. On day one, teach your foreman to code the undue labor on his time sheets. When you go to argue a year from then, oh how wonderful those numbers will be.

POINT FOUR: So often, Generals have change orders with Owners and never tell the subs. We see jobs get extended for a year, and the subs don’t know. Always ask the Owner what is going on change order wise; you may be very surprised.

POINT FIVE: If you have an argument, get professional review and advice before you go solve it. Delay claims and escalation claims are daily presented and collected (in part) by General Contractors. Few subs bother to calculate delay damages properly or are included by the General, and yet their stretch out and cost increase is far more dramatic.

It costs at least 10¢ to argue about a dollar and as much as 50¢ for subcontractors who are pursuing Generals, but subs more often win; they almost never lose. It takes a while—usually a year to conclude a dispute, but lots of jobs don’t start until you’ve waited a year already.
but sufficient educational backgrounds to do so is necessary even then. It is best not taken for granted that he can develop the capability to do so from scratch.

Desire to better his position in the world is desirable in this candidate for the supers job in your business. Without it you may have an individual content with “just getting by.”

That contentment with his personal life is sure to carry over into his work. It is not an attitude that will result in your satisfaction later with having selected him.

**Work Improvement**

Has this man demonstrated a desire to improve himself in the work he has done in the past? That can be of major importance since the good superintendent has to do this in his new job.

It is so important to his new position that his potential for real value to your contracting business will develop only as he does so personally.

Avoid basing your selection with consideration of only one person at the time. Pick your new super from two or three possible candidates. Weigh each against the other.

This step will give you the better picture that you need in order to make the best selection. If possible to do so, let each candidate know that he has competition for the job; that is a sure way of learning more about his individual capabilities.

Resist the temptation to select a man because he is a “good old boy.” That asset may make him a valuable workman but could be his undoing as a superintendent.

Make sure that this is not a major factor in your decision though it could be a good minor one. It should never be a decider or a point which may sway your judgment over other doubtful factors. It’s merely a supplemental asset to other things of more importance.

Take your time in making any selection. Spur of the moment decisions are no guarantee or assurance that a good pick has been made.

Even where emergency situations exist nothing will be lost by devoting a half hour to the choice you might have made in ten minutes. If something must be done for an emergency situation make whatever you must do “temporary” in nature.

Do some checking into the credit rating of the man being considered. The better it is the more assurance you have that he is a person capable of responsibility and exercise of control over what he does.

It is not an indication that he will be perfect for the job but it does tell you he will not have financial problems that can affect his working capability.

Doing some checking with the men whose work efforts he will direct is worthwhile if it can be done in a subtle manner without their being aware of your reasons for doing so. Look for basic information and not personal feelings alone.

Check on his ability to handle record keeping and paper work. There probably will not be much that he has to handle but even this is important. Should he have no capability of this kind the mistakes and errors he will make are sure to create a lot of headaches for yourself. If he has had no experience of this nature watch his initial efforts closely. It is easiest to set things straight then.

When you are after a man with previous supervisory experience be sure to check everything closely. Take nothing for granted in those experiences. Find out why he is available and be sure in your own mind that all information is known to yourself. Men of this type, without flaws, are few and far between.

All of the foregoing can assure any contractor that the selection of a new superintendent he has made will be a good one. They are no guarantee of perfection, of course, but they do provide the best possible chance that the man so chosen will be a good one in the future.