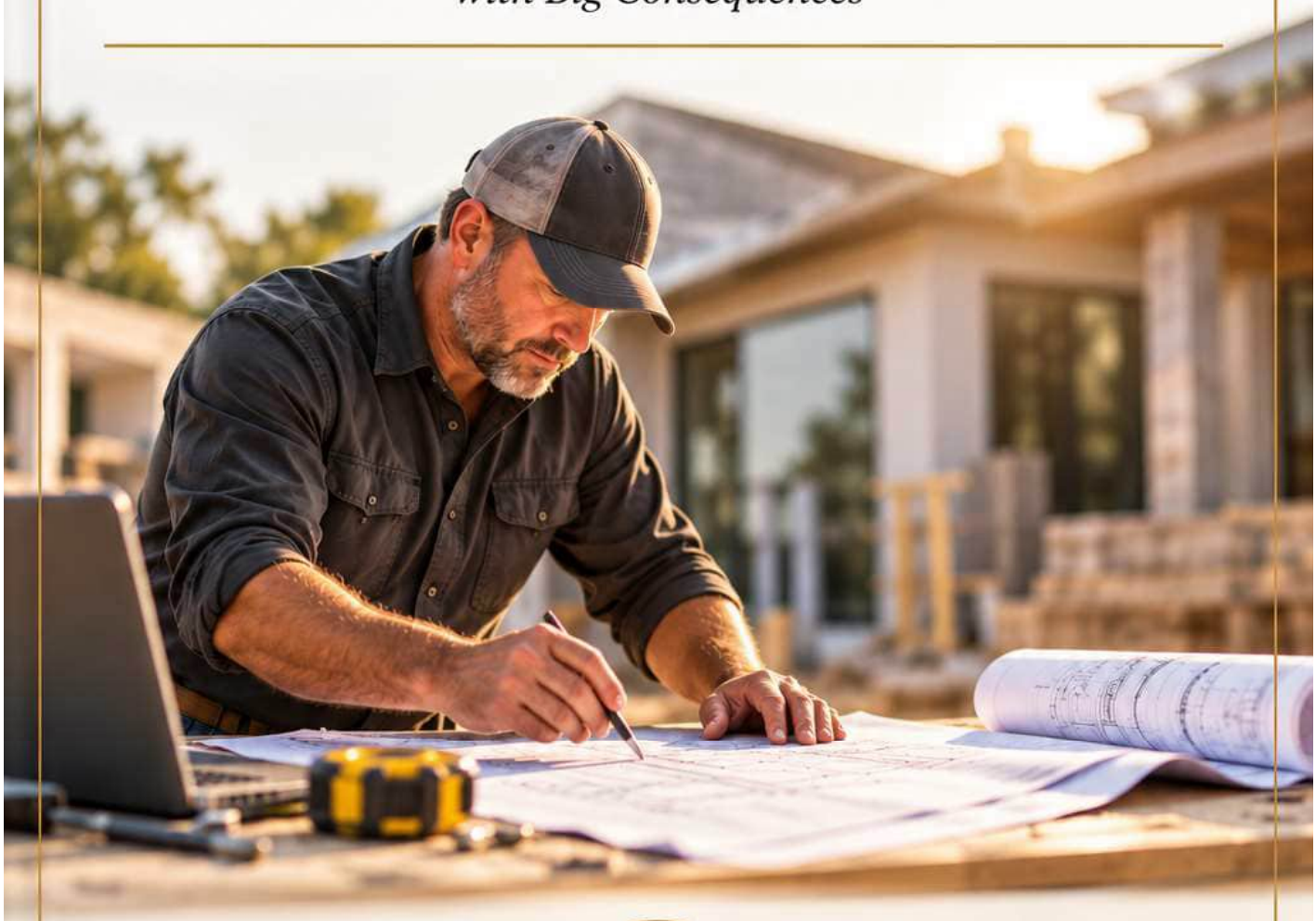
WHITE PAPER

7 Contractor Mistakes That Can Cost More Than the Job

A Practical Guide to Recognizing Small Decisions with Big Consequences



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CONTENTS

Introduction 3

Treating the Contract Like Red Tape Instead of a Project Tool 4

Trying to Make a Bad Deal Work Instead of Cutting Your Losses Early 9

Signing a Contract You Don't Fully Understand 15

Trying Too Hard to Prove Yourself 20

Treating Payment Milestones Like Dates Instead of Completed Work 23

Mistaking More for Better 28

Failing to Think Beyond the Immediate Decision 32

Contractor Quick-Reference 36

Putting It All Together 37

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Introduction

A construction project usually begins with straightforward goals: win the project, deliver quality work, satisfy the customer, and earn more work through referrals and repeat customers. The contractor typically starts with every intention of doing their best work and building a relationship that benefits both the contractor and the customer. Yet even the most well-intentioned contractor can make decisions without realizing that those decisions may create unnecessary risk, additional costs, rework, strained customer relationships, or disputes later. Often, the problem does not begin with one major failure; it begins with a small decision that seems reasonable at the time.

This white paper examines seven mistakes contractors can make before, during, and after a project. Seemingly small decisions, actions or omissions can accumulate into significant consequences, including financial loss, and create information a customer may later use to support their own position. A contractor may never recognize how their actions contributed to an outcome that ultimately favored the customer. The seven mistakes trace back to one real project that turned into a complete loss for the contractor, with the customer recovering nearly all of the payments made. Additional insights come from comparable behaviors observed in other contractors and job settings.

Important Notice

This white paper is intended to provide general educational and business information. Construction contracts, payment requirements, consumer-protection laws, licensing rules, building codes, permitting requirements, and other obligations can vary depending on the location, project, and circumstances involved. Nothing in this publication is intended as legal, engineering, code-compliance, or other professional advice for a specific project. Contractors should seek qualified professional guidance when questions arise about requirements that apply to their particular work or situation. Throughout this paper, references to contract rights, notice requirements, and payment rules describe common patterns meant to help you ask better questions, not conclusions about what your own contract or state requires. Confirm the specifics against your own contract and applicable law before relying on them.

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MISTAKE #1

Treating the Contract Like Red Tape Instead of a Project Tool

Congratulations, you won the project!

The customer signed the contract.

The deposit has been collected.

Materials are being ordered.

Now it's time to start.

For a lot of contractors, this is where the focus shifts almost entirely to the work itself.

That's understandable. You're trying to get the work done, keep your crew busy, keep the customer happy and get paid.

But there's a problem:

The contract doesn't stop being important once the customer signs it. That's when it becomes important.

A contract is more than an agreement about how much you're getting paid. It is one of the tools that can be used to manage the project.

Before you start, answer some basic questions:

- What exactly did I agree to build?
- What materials and finishes are included?
- What isn't included?
- Who is responsible for what?
- When does the customer owe each payment?
- What is each payment actually covering?
- What happens if the customer wants something changed?
- What happens if the project can't proceed as originally planned?
- What happens if either side wants to end the contract?

If you can't answer those questions without digging through your paperwork, or worse, relying on what you remember discussing with the customer, you may have a project-control problem.

The Contract Is a Starting Point

A signed contract gives you the foundation for the project. But managing the project requires more than simply having the document filed away.

As the project progresses, keep track of what was agreed to, what has changed, what has been completed and what still needs to happen.

That's where project controls come in.

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The phrase may sound like something used by a large construction company with a project-management department, but it doesn't have to be.

For a small contractor, project controls can be as simple as having a consistent way to track:

- The agreed scope
- Materials and specifications
- Payment milestones
- Due dates
- Changes to the work
- Customer requests
- The work that has been completed
- Outstanding items
- Important communications
- Problems that need to be addressed

The goal isn't paperwork for the sake of paperwork.

The goal is knowing where the project stands at all times.

Don't Just Set Payment Milestones, Define Them

Payment milestones aren't just a way to tell the customer when to write a check.

They should tell both sides what the payment is buying.

For example, instead of simply saying:

"$2,500 due at the second milestone on mm/dd/yy."

A stronger contract might identify the actual stage:

"$2,500 due upon completion of rough electrical, and, where applicable, completion or approval of an independent or required inspection."

The point isn't that every project needs an inspection before every payment.

The point is to create a clear, objective checkpoint whenever one makes sense, leaving no doubt about what work the payment is tied to.

This becomes particularly important when a project is divided into major stages.

If a payment is tied to a specific portion of the work, don't treat it as simply another installment toward the overall price.

Tie the money to the work.

Consider an Independent Set of Eyes

For significant stages of construction, particularly work that will soon be covered up, you can even have an independent inspection done before proceeding.

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That can be a valuable selling point:

"Before we cover this work, I'm having another qualified professional take a look at it, just to make sure everything's right."

A second set of eyes can identify something you or your crew may have overlooked while the work is still accessible.

Depending on the project and circumstances, the inspection might be:

- A courtesy building inspection
- An independent inspection requested by the customer
- An inspection arranged as part of your quality-control process

Whatever type of inspection makes sense, plan for it as part of the project schedule, not as an afterthought. The timing may not be entirely up to you. A city inspector may be available in a day or two, while an engineer or other specialist may be weeks out. Identify early what inspections the project may need, find out what the realistic lead time is, and account for it in your schedule.

When practical, have the inspection done before the work is covered up. Once framing, roofing components, wiring, plumbing or other work is concealed, finding and correcting a problem can become considerably more difficult and expensive. It also matters to the customer. They cannot see what is behind a finished surface, and an inspection limited to what stays visible can raise questions about what was never checked. Having the important work looked at while it is still accessible shows the customer that quality checks are a deliberate part of how you work, not something added only if a concern comes up.

Define What Good Work Means

There's another part of the contract that contractors sometimes overlook: the expected quality of the work.

A contract may describe the project as residential construction or use language such as "residential quality." That doesn't necessarily mean the work must be perfect or completely free of minor imperfections. Construction is performed by people, and reasonable tolerances exist.

But it also shouldn't be treated as a license for visibly poor workmanship.

If you're building an accessory structure in a residential community, look at the quality of comparable residential construction and the individual components being used throughout the community.

- How are materials cut?
- How are they aligned?
- How are corners, joints and transitions handled?
- What level of workmanship would you reasonably expect to see on a professionally built residential structure?

The surrounding residential construction can provide useful context for understanding the quality that customers generally expect.

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This isn't a requirement for perfection.

It's a question of whether the workmanship reasonably reflects the quality being promised.

For example, if comparable residential construction consistently has clean, deliberate cuts and properly aligned materials, a visibly rough or careless cut shouldn't automatically be dismissed as acceptable simply because the material is technically installed.

"It works" and "it's acceptable workmanship" aren't necessarily the same thing.

Understand the quality standard before the work begins, and make sure your crew understands it too.

When your contract doesn't spell out what a quality standard or similar term actually means, look first to how that term is understood in the industry, in a standard dictionary, or in the applicable building code.

If no clear definition exists, look at comparable completed work nearby. Consider whether the angles are square, the lines are straight and level, and the materials are properly aligned and finished. Those comparisons can be a legitimate way to establish what a customer can reasonably expect.

Where possible, define the standard directly in the contract. You can reference product instructions, agreed-upon tolerances, or a punch list. When nothing is written down, a comparable reference point can still be useful.

Selling the Job and Managing the Project Are Different

This can be especially important for contractors who came into the construction business from another industry.

You may be very good at selling a project.

You may be great at building relationships with customers, explaining what you can do, putting together an attractive proposal and closing the deal.

But once the contract is signed, the project changes.

Now someone has to make sure the scope is followed, changes are controlled, payments line up with progress, the customer's expectations are managed and the project record stays organized.

Selling the job and controlling the project are two different skill sets.

That doesn't mean you can't do both.

It means you need a system.

And that system doesn't have to be complicated.

Think of Project Controls as Your Indicators

Think of project controls as your indicators. They give you a quick, honest read on where things actually stand.

That's not complicated.

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But when a project starts going sideways, having clear answers can make a tremendous difference.

Without them, people start relying on memory.

And memory is a terrible project-management system.

Before You Start the Work

Before the first shovel hits the ground, take a few minutes to look beyond the price of the job.

Ask yourself:

"If something goes wrong three months from now, what will I wish I had figured out today?"

That question can uncover problems before they become expensive.

- Maybe the scope isn't clear.
- Maybe the customer assumes something is included that isn't.
- Maybe the payment schedule doesn't match the actual progress of the work.
- Maybe you've discussed an important detail verbally but never put it in writing.
- Maybe you've promised a level of workmanship that you don't consistently deliver.

If you can't consistently provide what you're promising, don't promise it.

That's where the contract connects with another important question:

"Do you actually have the experience, skills and resources to perform what you're selling?"

You don't have to be able to perform every type of work personally. What matters is knowing what you can reliably deliver, what requires a qualified subcontractor or specialist, and what needs clarification or research before you commit to the project.

Taking a little time to think through those questions before work begins can prevent much larger problems later.

Contractor Takeaway

Don't treat the contract as paperwork you simply sign to check a box before the real work begins. Use it as one of the tools that controls the work.

- Know what you promised. Define what each payment represents. Understand the quality standard you're promising before the first tool is picked up.
- Keep track of what changes. Document what happens, and have a process for dealing with problems before you need one.

The easiest problem to solve is the one you catch before the contract is signed. The second easiest is the one you catch before the work begins.

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MISTAKE #2

Trying to Make a Bad Deal Work Instead of Cutting Your Losses Early

Sometimes you get the numbers wrong.

It happens.

You submit a price. The customer accepts it. Then you start ordering materials, checking equipment costs, talking to suppliers and doing the math again.

And you realize:

"I may have underpriced this job."

That's the moment when good business judgment matters.

The temptation is to think:

"I've already got the job. I'll figure it out."

That can be a very expensive decision.

If the numbers no longer make sense, the contractor may start looking for ways to make up the difference. Maybe cheaper materials get considered, or less time is spent on the work, either of which can turn into a workmanship problem. Maybe the contractor starts focusing more on the customer's next project than finishing this one well, which can turn into a customer-relationship problem.

Now the pricing mistake is no longer just a pricing mistake. It has become a workmanship problem, or a customer-relationship problem.

Don't Sell What You Don't Know How to Do

There's another way contractors can get into trouble before they even realize they've underpriced a job: taking on work they haven't actually learned how to perform.

You don't have to personally perform every part of every project.

But you do need to know where your experience ends.

For example, a contractor may have years of experience building storage structures with one type of roof but little or no experience installing a shingle roof.

That doesn't necessarily mean the contractor can't take the project.

It means the contractor needs a plan before selling it.

There are really three choices:

Learn it. Get appropriate training and hands-on experience before making that type of work part of your offering.

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Subcontract it. Find a legitimate, qualified specialist and get the actual cost of that work before you sign the customer's contract.

Or don't sell it. Your customer's project should not be your classroom.

Turn a Skill Gap into a Win-Win

Subcontracting doesn't necessarily mean handing all of the work to someone else and walking away.

If the work is something you want to learn, talk with the specialist about working alongside them.

If the work normally requires two people, for example, you may be able to provide some of the labor while the specialist handles the technical work and shows you how it's done correctly.

You may even be able to negotiate a better subcontract price because you're providing some of the labor.

That's potentially a win-win:

- The customer gets the specialized work performed by someone qualified.
- You can manage the overall project without pretending you have expertise you don't have.
- You may reduce the subcontracting cost by providing labor.
- And you gain hands-on experience from someone who already knows how to do the work correctly.

The next time you encounter that type of work, you're no longer starting from zero.

There is nothing wrong with learning a new skill.

There is something wrong with learning it for the first time on a customer's project without the right experience or supervision.

Get the Real Number Before You Commit

This is where skill and pricing come together.

Suppose the specialist tells you the work will cost substantially more than you expected.

That's not a problem to solve after you've signed the customer's contract.

That's information you needed before you priced the job.

You can now make an informed decision.

- Maybe the project still works financially.
- Maybe you adjust your proposal and explain the additional cost to the customer.
- Maybe the customer decides the revised price is too high and chooses another contractor.
- Or maybe you decide the project isn't right for your business.

All of those outcomes are better than discovering the problem after you've committed yourself and the customer's money.

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Before You Give Up, Look for Another Way

Discovering that you've underpriced a project doesn't always mean you have to abandon it, or absorb a huge loss.

Step back and reconsider how the project can actually be delivered.

- Could you use a properly designed prefabricated or kit-based component?
- Change the construction method without changing the agreed result?
- Find a more efficient material source?
- Subcontract one specialized component?
- Perform some labor yourself while a specialist handles the technical work?
- Simplify construction while preserving the customer's requested appearance and quality?
- Find another legitimate way to reduce labor or material costs?

For example, if building every component from scratch costs more than expected, a properly selected kit or prefabricated structure might provide the basic shell at a lower cost.

You could then add the agreed finishes or custom features, such as paint, trim, battens, doors or other exterior details, provided the approach still satisfies the contract and the customer's expectations.

The point isn't to substitute something cheaper without telling the customer.

The point is to look for a better way to deliver what you promised before assuming the only answer is to lose money.

Before you give up, or before you cut corners, look for a better way to build what you promised.

Sometimes the Better Business Decision Is to Stop

If you realize early that you've made a serious mistake in pricing, don't automatically assume you have to force the project through at any cost.

First, review your contract and understand your obligations. Then, if the circumstances allow, have an honest conversation with the customer.

You may have to say:

"I misjudged this project. After going back through the material and equipment costs, I don't believe I priced it correctly."

"I wish I could keep the original price, but I can't do this work at that number and still give you the quality I want to deliver. I'd rather tell you now than let you down later."

"If you'd rather go with another contractor who can do it for less, I understand completely. No hard feelings. I'd rather have this conversation now than get further in and have to stop."

At the end of the conversation, a contractor can always leave the door open for future work:

"And, if you have another project in the future that is a better fit, I'd be happy to revisit it with you."

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That conversation may not be easy, but it is often easier than dealing with the consequences of not having it, which could include:

- The contractor proceeds.
- The job becomes more expensive than expected.
- The contractor is under pressure to protect their margin.
- The customer starts noticing problems.
- The contractor and customer begin arguing.
- The project doesn't go as planned.

By this point, both parties have likely spent significant time, money and effort trying to make the project work. What could have been a difficult conversation at the onset has become a bigger problem, with financial losses on both sides.

A clean exit before the work begins is often better than a messy exit after the project has gone wrong.

Don't Finance Tomorrow's Job with Today's Margin

There's another temptation that can make a bad deal even worse: the next project.

A contractor may see additional work on the horizon and start thinking about the bigger opportunity.

Maybe the contractor is willing to underprice the current job because the contractor expects another project to follow. The contractor may believe that accepting less profit, or even taking a small loss on this job will be worthwhile if the next project makes up the difference.

But that's backwards.

The current job should stand on its own.

Future work should be measured by the quality of the current work, not used to justify a price that doesn't make sense today.

Don't let the possibility of tomorrow's revenue convince you to accept today's loss.

Plan for the Worst-Case Schedule, Not the Perfect One

The same principle applies to scheduling. Don't build today's commitment around the assumption that everything will go right.

A schedule should account for more than what happens when everything goes right. Build reasonable contingency into the timeline for conditions that could affect the work and interfere with the planned completion date.

The goal isn't to build an unnecessarily long schedule. It's to create a realistic commitment that accounts for the possibility that something will not go exactly as planned.

A realistic commitment that can be kept builds more trust than an aggressive date that looks good on paper, but becomes difficult to meet once the project is underway.

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Under-Promise and Over-Deliver

One of the simplest rules of customer service is:

It's better to under-promise and over-deliver than to over-promise and under-deliver.

If you believe a project will take three days, don't automatically promise two because two is what the customer wants to hear.

If you're working through extreme summer heat, don't build your schedule around the assumption that your crew will be able to work a full eight-hour outdoor day regardless of the conditions.

Plan for the realistic scenario, not the perfect scenario.

If you finish early, you've exceeded the customer's expectations.

If you encounter a delay, you've built yourself some room to absorb it without immediately having to disappoint the customer.

Optimism is good for selling. Realism is better for scheduling.

Even with a realistic schedule, things can change. When they do, the customer should hear about the change from the contractor in advance, not discover it by watching the project fall further behind.

Be Transparent Without Oversharing

Good communication matters.

Customers want to know when you'll be there, what is happening with their project and whether anything is changing.

But there's a difference between keeping a customer informed and giving them a running commentary about everything happening in your business.

A contractor might think they're being transparent by saying:

"I can't make it Tuesday because another job ran long."

Then:

"I have to finish that job Wednesday."

Then:

"I already committed to another customer Thursday."

Then:

"I'll try to get there Friday."

None of those statements may be intended to send a negative message.

But the customer may hear something very different:

"My project keeps getting pushed because other customers are more important."

This pattern is especially damaging when the contractor is already struggling to meet expectations.

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Give the Customer a Date You Can Actually Keep

You don't need to explain every competing commitment.

Instead of:

"I have three other jobs ahead of you, and the first one ran over, so I can't get there until Friday."

Consider:

"My next available start date is Friday. I'll plan on being there then."

The second version gives the customer the information they actually need without making them feel like they're competing for your attention.

And be realistic when you set that date.

If you know your schedule has little room for unexpected delays, don't promise the earliest possible date just because you want to make the customer happy.

Customers hear similar promises from almost every contractor. No contractor is going to tell a prospective customer that they plan to do poor work, miss deadlines, or create problems. At the beginning of a project, the customer doesn't know you any better than you know them. What they can evaluate is whether your actions match what you told them.

That is where reliability begins to separate promises from trust.

Contractor Takeaway

Don't let a bad estimate become a bad project.

- Know what you can actually deliver. Get specialist costs before committing, and consider alternative ways to achieve the promised result.
- Build realistic contingencies into your schedule and communicate what the customer needs to know without making them responsible for managing your workload.
- If you discover early that the project simply doesn't work as expected, don't be afraid to have the difficult conversation.

Trust isn't built by the date you promise. It's built by the date you actually keep.

Sometimes the smartest business decision is to stop early, be honest, and leave the customer in a position to find someone who can deliver what they need at the price they want to pay.

A lost job can be disappointing; however, a poorly executed job can cost you much more than the profit you hoped to make.

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MISTAKE #3

Signing a Contract You Don't Fully Understand

A contract isn't just something you get signed before work begins.

It is the road map for the project.

And for a small contractor, that matters even more because there may be no contracts department, project administrator or attorney reviewing every project.

You may have written the contract yourself. You may have downloaded a template. You may have modified a contract you've used before.

Regardless of the source, understand what your own contract actually requires you to do.

Otherwise, a decision might be based on what you think you agreed to, rather than what you actually agreed to. You might believe you have an option to avoid something, change something, or walk away from an obligation when the contract clearly says otherwise.

Before you rely on an exception, avoid an obligation, try to change the terms or exit a project, go back and read the signed contract.

What the contractor thinks the contract says is not a substitute for what it actually says.

Don't Just Sign the Contract, Understand What You Agreed To

It's easy to read a contract and think:

"I know what's in there."

That's different from understanding how the provisions actually affect the project.

For example, a payment schedule shouldn't simply tell the customer when money is due.

It should make clear:

- What work or milestone triggers the payment
- What that payment is intended to cover
- What must be completed before the payment is earned
- Whether an inspection or approval is associated with the milestone
- What happens if the milestone isn't completed
- What happens if the project changes

The more clearly you define these things, the less room there is for confusion about what a payment was intended to cover.

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A Simple Test

Take every payment milestone in your contract and ask:

"If someone who knows nothing about this project read this sentence six months from now, would they know exactly what this payment was supposed to cover?"

If the answer is no, make it clearer.

The goal isn't to make the contract complicated.

The goal is to make it difficult to misunderstand.

Make Sure the Contract Matches the Work

Another problem occurs when the contractor's actual construction doesn't match what the contract requires.

Suppose your scope says the foundation and subfloor will include six pressure-treated 6x6 support posts and additional 2x12 reinforcement beneath the subfloor framing for structural support and rigidity.

You've now committed yourself to that scope.

If you later discover that installing the specified reinforcement costs more than you expected, that doesn't automatically give you permission to substitute something materially different because it is cheaper or easier.

For example, replacing specified structural reinforcement with smaller members, or using untreated lumber where applicable requirements call for treated wood, can create a completely different problem.

Now you're not simply dealing with an over-budget project.

You may have failed to perform the agreed scope and created a potential code-compliance issue, additional correction work, and a workmanship problem that costs more to fix than doing the work correctly in the first place.

If the specified work is more expensive than you expected, address the problem before you build it differently.

Know the Rules That Apply to the Work

Your contract isn't the only thing controlling how a project is built.

Depending on the project and location, building codes, permitting requirements, HOA requirements and other applicable rules may also affect the work.

Those requirements can decide which construction methods are available.

Don't assume that because something isn't specifically spelled out in your contract, you can simply do it another way.

And don't assume that because a particular method seems reasonable, it automatically complies with the requirements that apply to the project.

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Know the rules before the work begins.

More Work Isn't Always Better Work

There's another trap: don't confuse doing more with doing better.

Adding extra material, using heavier fasteners, or going beyond the specified method can create problems of its own, even when it is intended as an improvement.

If the contract specifies how the work is to be performed, don't assume that doing something differently or adding more is automatically better.

Follow the agreed method. If you think a change is needed, raise it before you proceed.

Your Reason for a Delay May Not Be One the Contract Covers

Here's another easy mistake to make.

Suppose your contract says the estimated construction time is approximately one to two weeks after final city approval, and it specifically says the schedule may vary because of weather conditions, material availability, inspection scheduling, or unforeseen site conditions.

Now imagine the project keeps getting pushed because a worker is sick, a personal issue comes up, another job takes longer than expected, you haven't left enough room in your schedule, or you've committed to too many projects at the same time.

Those may be real problems. But they aren't contractual excuses for delaying this customer's project.

Don't assume that just because something outside your control caused your schedule to change, the contract automatically gives you additional time.

A reason can be completely legitimate and still not be one your contract treats as grounds for more time.

What matters is what your contract actually says and whether the situation falls within the conditions you've agreed will justify additional time.

"Out of my control" and "contractually excused" are not necessarily the same thing.

A worker being out for a day or two may be outside your control. But it isn't weather conditions, material availability, inspection scheduling, or an unforeseen site condition, which are the four the contract actually recognizes.

Not every delay is a contractual excuse. Before telling a customer that a delay is covered by the contract, check your reasoning, not just the calendar.

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Situation	Before You Call This a Contractual Excuse
Severe weather or storms	Confirm your contract specifically lists weather as an excused delay, and follow any notice requirement before relying on it.
Material or delivery delay	Document the delay (order dates, supplier confirmation) and check whether your contract requires notice to the customer.
Inspection or permitting delay	Confirm the delay was genuinely outside your control, and follow any notice provision the contract requires.
Unforeseen site condition	Document the condition when you discover it, and confirm your contract addresses unforeseen conditions specifically.
Worker illness or personal issue	Most contracts don't recognize this as an excused delay. Check your specific language before assuming it applies.
Another job ran long	This is usually a scheduling issue, not a contractual excuse. Check the language. Don't assume it applies.
"I didn't leave enough room"	This is a planning issue. No contract language will typically cover it, so don't look for an excuse. Fix the scheduling instead.

The applicable contractual language should be checked before assuming any of these applies. This table reflects common patterns, not the requirements of a specific contract.

Scheduling problems that keep surfacing outside the contract's terms may be a sign to rethink scheduling practices, or the way the contract handles legitimate delays.

But don't use your contract as a substitute for good planning. Build a realistic schedule and understand your actual capacity before making the commitment.

Before You Rely on the Contract, Read It Again

Before telling a customer that a particular action, delay or change is covered by the contract, ask what the contract actually says.

- Does the situation I'm relying on fit within that language (for example, before stopping work because a payment is late, confirm that the payment is actually due and that the contract allows work to be paused)?
- Have I followed any notice requirements associated with it (for example, a requirement to notify the customer in writing before I can rely on that provision)?
- Am I dealing with an unforeseen condition, or something I should have anticipated when I accepted the job?

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Whether you're entitled to pause work, extend a deadline, or walk away from an obligation is a legal question that depends on your specific contract and the law that applies where the project is located. It isn't a business judgment call, and treating it like one could turn a slow-paying customer into a breach claim against you.

And if you're not sure what the language means, don't guess.

Get appropriate professional advice before taking a position that could create additional risk.

Contractor Takeaway

Don't rely on what you think is okay without first confirming what the contract actually says and what conditions apply.

- Know what each commercial provision means. Make payment milestones specific. Make sure the work you perform matches what you promised. Understand the building, permitting, and other requirements that apply to the project. And don't assume that a problem gives you rights the contract doesn't actually provide.

Most importantly:

Read your contract before you rely on it, not after there's a problem.

Because when something goes wrong, your best protection isn't what you remember agreeing to. It's what you actually agreed to, and whether your actions followed it.

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MISTAKE #4

Trying Too Hard to Prove Yourself

One of the easiest mistakes to make during a project is becoming so focused on explaining or defending your position that you say more than you need to say.

Sometimes the customer is not even asking a question. They are simply letting you know that they noticed something.

For example, a customer might send:

"FYI, after the brief rain we just had, looks like it blew off a shingle."

The contractor may think a natural response would be:

"Thanks for letting me know. I'll take a look."

That sounds reasonable. It is polite, responsive, and seems like good customer service.

But think about what you just put in writing.

By saying "I'll take a look," you have created a commitment to do something. If you later decide not to return to the project, or if additional information changes how you intend to handle the situation, what you actually do may not match what you said.

You may have meant it innocently. You may have fully intended to look at it when you sent the message. But circumstances can change.

And that is where a simple customer-service response can become an unnecessary problem.

Sometimes Less Is More

If the customer was simply giving you information, you could have stopped at:

"Thanks for letting me know."

You acknowledged the customer's message without speculating about the cause, minimizing the condition, promising to investigate, or committing yourself to a particular course of action.

Pay attention to what the customer actually said. Was it a request to come tomorrow, a request to inspect the problem, or simply information? If the customer did not ask for a commitment, consider whether there is a reason to create one. You may still try to look at the problem tomorrow, but tomorrow is not entirely within your control. The weather may get worse. Another job may take longer than expected. Something else may require your attention.

There is no reason to create an obligation or make a promise when you do not need to.

The same principle applies when you are tempted to explain why something happened.

In the example above, the contractor could have immediately responded with an explanation about the shingle being a starter shingle and already being part of the punch list.

That might seem like a perfectly reasonable explanation at the time.

But what if a later inspection reveals that the roofing problem is much more extensive?

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Now that earlier explanation is part of the project record. It may appear that the contractor had already determined what the problem was and characterized it as a simple punch-list item.

The contractor may not have intended to mislead anyone. They may simply have been trying to explain what they believed was happening.

That's exactly why conclusions should wait until you have the facts.

Don't Create Commitments You Don't Intend to Make

Good customer service does not mean you have to respond to every comment with an explanation or promise.

If you say "I'll take a look," then you should take a look.

If you say "I'll fix it," then you should be prepared to fix it.

If you say "I'll be there tomorrow," you have created an expectation that you will be there tomorrow.

These statements may seem harmless when you send them. But once they are in writing, they become part of the project record.

If circumstances change, you may have to explain why you did not do what you said you would do.

That does not mean you should avoid communicating with your customer. It means your communication should accurately reflect what you know, what you intend to do, and what you are actually prepared to commit to doing.

Don't answer a question that didn't exist, especially if you don't know the answer.

And don't create a commitment simply because you feel like you need to say something more than "Thanks for letting me know."

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Contractor Takeaway

Don't create firm commitments until you're confident you can keep them, and don't make them farther in advance than necessary.

Even when you feel certain, the farther away the commitment date is, the more things can change. Schedules shift. Priorities change. Weather and other conditions can interfere.

Your intention to follow through is important, but so is the amount of time between today and the date you are committing to. The farther away that date is, the less certain you may be about what will happen before then.

When there is still a lot of time, leave yourself some flexibility. As the date gets closer and you have more certainty, you can make a firmer commitment.

You don't have to prove yourself in every message. Pay attention to what the customer is actually communicating, and learn the difference between when an acknowledgment is sufficient and when a question has been asked that requires an answer.

Sometimes the most professional response is also the shortest:

"Noted. Thank you."

An acknowledgment gives you room to investigate the facts before committing to a statement. Saying what you intend to do can create an expectation, lock you into an obligation you can't meet, or cost you credibility if your position later has to change.

- Think before you respond.
- Verify before you conclude.
- Commit when you know you can follow through.

The point is not to communicate less. It's to communicate deliberately, with enough certainty and flexibility that your words don't create expectations you may later have to change.

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MISTAKE #5

Treating Payment Milestones Like Dates Instead of Completed Work

One mistake is thinking of payment terms as simply deciding when you get paid.

Your payment schedule does something much more important.

It determines how much financial risk each side carries while the project is underway.

Know What Applies to Your Project

Before deciding how much to collect upfront, know the rules and guidelines that may apply to your project, and think about the message your payment terms send to a potential customer.

Requirements can vary locally, by project type, and by contract. Some areas place limits on upfront payments, while others may have consumer-protection requirements or guidelines contractors should understand.

Whether a specific percentage is legally permitted has a factual answer based on the laws where you do business and your contract. Whether that percentage is a smart business decision, given what it signals to a customer, is a different question, and one this paper can help you think through. Get the first answer from a qualified professional before you build the second one around it.

Don't assume that payment terms commonly used by other contractors are automatically appropriate for your project.

Today's customers also have access to more information than ever. A savvy customer can research contractor payment practices, consumer warnings, reviews, and even the requirements that apply in their state before signing a contract.

Payment terms that seem completely normal to you may raise questions for a customer who has researched the risks of paying too much upfront.

Your payment terms are not just a financial decision. They are also part of the customer's first impression of how you run your business.

Don't Automatically Treat 50% Upfront as Normal

In areas where a 50/50 arrangement is permitted, it is a breakdown some contractors use: 50% deposit, 50% upon completion.

It is simple, and many contractors use it.

But 50% upfront should at least make you stop and ask whether the payment schedule is getting ahead of the work.

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That does not mean a 50% deposit is automatically improper, dishonest, or unlawful. A project may involve substantial material purchases, equipment, subcontractors, or other legitimate upfront costs.

But from the customer's perspective, 50% of the contract price is a significant amount of money to put at risk before the majority of the work has been completed.

From the contractor's perspective, there is a different risk.

If you have received only half of the contract price and something goes wrong near the end of the project, you may have to complete a substantial amount of work before receiving the remaining half.

Neither side necessarily wants to carry all of that risk.

Consumer-protection guidance also warns against allowing payments to get substantially ahead of the work. In some areas, regulators specifically restrict the amount that can be collected upfront. Know what applies to your project before setting your terms.

The better question isn't, "How much can I collect upfront?"

Ask instead:

"Does my payment schedule reasonably track the work and the costs required to complete it?"

Consider Breaking the Project into Meaningful Milestones

Instead of collecting 50% upfront and waiting until the very end for the remaining 50%, consider whether the project would be better served by dividing payments among meaningful stages.

For a relatively short project, a 30/40/30 breakdown, a 25/50/25 breakdown, or another arrangement that doesn't front-load half the contract price may make more sense. The right terms depend on the project, the costs involved, and the requirements that apply.

If your upfront costs are genuinely substantial because of verifiable material purchases, equipment, or mobilization costs required before work begins, a 50% deposit may still be appropriate. Tie the remaining 50% to defined milestones, such as 25% upon completion of a construction stage and 25% upon completion of the contracted work and agreed punch-list items.

For a longer or more complex project, four or more meaningful milestones may make more sense.

The number of milestones isn't the important part.

The milestones should correspond to meaningful progress on the project.

For example, a longer project might divide payments around the foundation, framing, major exterior work, and final completion.

There is no universal percentage or number of milestones that works for every project.

The goal is to keep the money reasonably aligned with the work.

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Make the Milestones Specific

A payment milestone should be a checkpoint, not simply another opportunity to request money.

For example, instead of:

"25% due when the project is halfway complete."

A stronger milestone might say:

"25% due upon completion of the roofing structure and framing."

Now both sides have something concrete to refer to.

Questions that show whether the milestone is workable:

- What work does this payment cover?
- What materials or components should be completed?
- What condition should the work be in?
- Are there inspection or approval requirements?
- What happens if that stage is incomplete?
- Can I actually reach this milestone within the price and schedule I quoted?

The more specific the milestone, the easier it is for both sides to understand what the payment represents.

Don't treat the milestone as simply, "That's when I get the next check."

Think of it as, "This is what I am representing that this payment covers."

That distinction matters.

Don't Create a Milestone You Cannot Reliably Reach

Before putting a milestone into the contract, understand what it will cost to reach it.

If a roofing milestone requires a completed roofing structure and framing, for example, that means accounting for the materials, labor, equipment, subcontractors, inspections, and other costs involved before committing to the price and schedule.

The contract should not be written around what you hope you can accomplish.

It should be based on what you have reasonably determined you can deliver.

This also connects back to Mistake #2.

If you discover before construction that a particular milestone is going to cost substantially more than you anticipated, that's the time to reconsider the project, the pricing, the construction method, or the use of a qualified subcontractor.

Don't wait until you've collected the customer's money to discover that you cannot economically reach the milestone you promised.

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Think About the Customer's Risk Too

It is easy for a contractor to focus on protecting the business.

That's understandable.

You have materials to buy, workers to pay, equipment to operate, insurance, overhead, taxes, and other expenses.

But the customer is looking at the project from the other side.

They may be thinking:

"How much of my money will be spent before I can see the work? Will this contractor take my money and never do any of the work?"

Those are reasonable concerns.

A customer who hesitates to pay a large deposit is not necessarily being difficult or distrustful of you personally. They may simply be trying to manage their own risk.

And if a customer has researched contractor payment practices before hiring you, they may already know that large upfront payments can carry risks.

A contractor who understands that perspective can use it to build trust rather than fight it.

- Explain what the deposit is intended to cover.
- Tie progress payments to identifiable work.
- Keep the final payment connected to completion.
- And make sure your payment breakdown complies with whatever requirements apply to your project.

Contractor Takeaway

Don't just focus on how much you want upfront. Consider how much you reasonably need to perform the work and what costs you are taking on. Then consider how much of that financial burden is reasonable to place on the customer at that stage of the project.

Needing the money doesn't automatically mean the customer should have to provide all of it upfront.

A contractor may have legitimate costs to cover; however, those costs should still be considered in the context of the overall project and the customer's corresponding risk.

A thoughtful payment schedule can protect the contractor, give the customer confidence in their decision to hire you, and reduce disagreements about what has been completed and what has been paid for.

Don't just know when you get paid. Know exactly what you're getting paid for and what the customer is paying for, and make sure the payment terms make sense from both sides.

And remember:

50% upfront isn't automatically wrong, but it should make you stop and think.

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Ask yourself:

- Is the payment reasonably connected to the costs and progress of the project?
- Have I confirmed it's permitted where I operate?
- How will a well-informed customer perceive it?

Then take it one step further: put yourself in the customer's position.

If you were paying for a service you couldn't perform yourself and relying entirely on a contractor you'd only just met, how comfortable would you be putting that much money at risk before seeing the corresponding work? Would the payment terms build trust, or would they make you wonder whether the contractor is financially stable and able to stand behind what they deliver?

The goal isn't to make every payment schedule look the same. It's to create payment terms that feel fair and make sense to both sides.

Where to Verify

What you can collect, and when, is set by the law that applies where the project is located, consumer-protection requirements, and your contract. Terms that aren't permitted could expose you to disputes you didn't intend to create.

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MISTAKE #6

Mistaking More for Better

A project can look acceptable to you and still have a problem.

- It may be code-compliant but not match the approved plans.
- It may match the plans but not follow the manufacturer's installation instructions.
- It may follow the manufacturer's instructions but still contain workmanship issues that a customer reasonably expects you to correct.
- And sometimes the contract creates requirements that go beyond the minimum requirements of the building code.

Knowing which standard applies to the work you are performing matters.

Know What Actually Governs the Work

Before you start a task, understand what requirements apply.

Depending on the project, that may include applicable building codes, approved plans or permit requirements, manufacturer's installation instructions, contract specifications, and the workmanship requirements you represented to the customer.

A project can be governed by several different requirements at the same time.

Standard	What It Actually Covers	Example
Building Code	Minimum legal safety and structural requirements	Wiring capacity, structural loads, egress
Approved Plans	What was specifically submitted and approved for this project	Layout, dimensions, specified materials
Manufacturer's Instructions	How a specific product must be installed to perform and stay under warranty	Fastener spacing, sealant, installation sequence
Contract Specifications	What you promised this customer, in writing	Brand, grade, finish, method
Workmanship Requirements	The quality and manner of work required by the project, established by code, plans, manufacturer requirements, or the contract	Clean cuts, aligned materials, no visible defects

These requirements can overlap. Meeting one does not necessarily mean you've satisfied the others. They are not interchangeable.

Something can be code-compliant and still create a problem if the contract specifically requires something different.

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The reverse can also create a problem. A contractor can unnecessarily specify a particular material, product, grade, fastener, or installation method when that level of specificity is not actually necessary. If an equally appropriate and code-compliant alternative is later used, the contractor may have created a contract or plan-matching problem that could have been avoided.

For example, if your contract specifically calls for Sherwin-Williams Emerald Rain Refresh exterior paint, you have committed yourself to that particular product. There may be other products that could satisfy the project's actual requirements and the customer's expectations, but by naming one specific product, you may have limited your options unnecessarily. If the customer specifically requires that product, that's different. In that case, make sure the price reflects the cost before you commit to providing it.

Don't agree to provide something at one price and discover later that the specific product or material you promised costs significantly more than you expected.

When a specific brand, product, material, or method matters to the customer, specify it and price the work accordingly. When it doesn't, consider whether that level of specificity is necessary.

The problem isn't being specific. It's being more specific than the project requires. Specify what matters, and preserve flexibility where it's appropriate.

This distinction is important because being more specific is not always the same as being more professional. A well-written contract should establish the requirements necessary to achieve the intended result without creating unnecessary restrictions that can become problems later.

Don't Assume Familiar Means Simple

This becomes especially important when you're installing a product or performing work you haven't done recently.

- You may have installed something similar before.
- You may have learned the basic technique years ago.
- You may have watched someone else do it many times.

That doesn't mean you should skip the manufacturer's instructions.

Take five minutes and read them.

You may discover a required spacing, fastening method, tool, installation sequence, or preparation step that you didn't know about.

And if you have never installed the product before, those instructions become even more important.

Five minutes of preparation can save hours of rework.

Fast Is Not Always Faster

On a construction site, it's easy to choose the method that appears to get the work done the fastest; but that may not ultimately be faster.

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For example, skipping a layout step to install a panel more quickly can backfire. Missing the framing, creating protruding fasteners, or having to remove and replace screws can cost far more time than the shortcut saved.

The same applies to tools.

A drill may seem faster than a screwdriver. But if the manufacturer's instructions call for a screwdriver or a particular fastening technique, using the faster tool may strip fasteners, damage the material, or create additional work.

What appeared to be faster ultimately created more work and took more time.

Learn Before You Guess

When you encounter something unfamiliar, don't automatically improvise because the installation looks simple.

- Stop and find out how it is supposed to be done.
- Read the manufacturer's instructions.
- Check the applicable requirements.
- Look at the plans if plans govern the work.
- Ask someone with the appropriate experience when necessary.

And if you discover that the work is beyond your current skill level, recognize that before you create a bigger problem.

- You may be able to learn the proper method.
- You may need an experienced worker to assist you.
- You may need to subcontract that portion of the work.
- Or you may determine that you should not have taken on that portion of the project yourself.

Knowing your limitations is part of knowing how to do the work.

Perceived Upgrades Aren't Always Improvements

There is another side to this lesson.

Trying to exceed every requirement does not automatically mean you are producing better work.

Sometimes a contractor adds materials, fasteners, reinforcement, or other measures because they believe more must be better.

Unnecessary additions can create their own problems.

- They can increase cost.
- They can create additional finishing work.
- They can make the installation more difficult.
- They can create a condition that doesn't match the plans or contract.
- They can introduce requirements that were never necessary in the first place.

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The right product, method, and application matter more than simply spending more or adding more.

The objective is to understand what the project actually requires, follow the applicable requirements, and use the appropriate products and installation methods to produce the level of workmanship you promised.

Contractor Takeaway

Don't assume that more effort, more material, or a more expensive product automatically means better workmanship. Make sure you're doing the right thing, with the right product, in the right way, for the right reason.

Understand the difference between code compliance, plan compliance, manufacturer requirements, contract requirements, and workmanship. Exceeding one does not necessarily improve the finished result.

Use the product and installation method appropriate for the application.

Don't add materials, fasteners, reinforcement, or other measures simply because more seems safer, stronger, or better.

When you're working with a product or installation method you haven't used before, take the time to understand the proper method before you begin.

The fastest start does not always lead to the fastest finish. A choice that saves minutes in the beginning may end up adding an hour in the long run.

Taking a few minutes to understand the right method can prevent mistakes, reduce rework, and help you deliver the result you actually promised:

Twenty minutes spent reading the instructions, checking the plans, confirming the right products, and thinking through the installation may be the best twenty minutes you spend on the entire project.

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MISTAKE #7

Failing to Think Beyond the Immediate Decision

The first six mistakes may look different, but they often begin the same way: someone solves the problem immediately in front of them without fully considering what that decision may create next.

That can be one of the most difficult mistakes to recognize. A decision may seem completely reasonable in the moment but still create consequences you never anticipated.

You may be trying to save time.

You may be trying to save money.

You may be trying to protect yourself.

You may be trying to keep the customer happy.

You may simply be trying to move the project forward.

The decision can make perfect sense from where you're standing.

The problem is that you don't always get to choose how that decision will be understood or what consequences it may create later.

Ask What Happens Next

Before making an important decision, don't stop at:

"Does this solve the problem right now?"

Ask instead:

"What could this decision create later?"

A shortcut that saves time today may create rework tomorrow.

A statement intended to explain a situation may create a commitment you didn't intend to make.

A specification intended to provide quality control may unnecessarily restrict the work.

A decision intended to protect your position may create additional questions about your actions.

The fact that a decision seems reasonable when you make it does not mean the consequences will be reasonable later.

Don't Confuse Intent with Outcome

Your intentions matter to you.

But the customer, an inspector, another professional, or someone reviewing the project later may only see the result and the record surrounding it.

You may have thought, "I'm just trying to keep this moving." Someone else may see, "Why was this done this way?"

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You may think, "I'm just explaining what happened." Someone else may see a statement that doesn't match what ultimately occurred.

You may think, "I'm protecting myself." But your action may create additional questions that you never anticipated.

This doesn't mean being afraid to make decisions.

It means thinking beyond your immediate intention and considering the foreseeable consequences of the decision.

Establish the Rules You Want to Keep

Consistency matters just as much as good intentions.

The way you communicate, schedule work, accept payments, handle changes, and interact with the customer early in the project establishes expectations for the relationship.

If you want customers to use a business phone number instead of your personal cell phone, provide the business number from the beginning and consistently direct customers to use it.

The same applies to communication hours.

If you don't want customers texting or calling you after a certain time, establish that expectation early. Don't routinely send the customer texts at 8 or 10 p.m. and then become frustrated when the customer responds at 8 or 10 p.m.

Customers tend to respond to the communication practices you establish with them.

If you send an occasional late-night message because you just finished work and wanted to get something off your mind, the customer may reasonably conclude that communicating at that time is acceptable. You have helped establish that expectation through your own behavior.

The same principle applies to other practices. If you routinely make exceptions to your normal process, the customer may eventually view those exceptions as part of the arrangement.

The mistake is establishing one set of expectations when the relationship is going well, then trying to change the rules after the relationship becomes difficult.

Don't establish a practice simply because it is convenient today if you already know you won't want to continue it tomorrow.

If you have specific hours for calls or messages, communicate those expectations before the customer needs to use them. If you establish a process for approvals, changes, scheduling, or payments, follow it consistently.

Start the relationship the way you intend to maintain it.

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Don't Let the Next Opportunity Distract You from the Current One

This applies to future business as well.

Small contractors often grow through repeat customers, referrals, and additional projects. That's a good thing.

But imagine you're still working through unresolved issues on a current project and the customer mentions another project they may want completed.

It's natural to start thinking about the opportunity.

You may begin discussing pricing.

You may consider offering a better price because you want to secure the next project.

You may start planning how to turn today's customer into tomorrow's revenue.

But stop and ask:

"Have I earned the right to sell them the next project yet?"

If the customer is still waiting for unfinished work, unresolved workmanship issues, or other commitments from the current project, your attention on the next project may communicate something very different from what you intended.

You may see an opportunity.

The customer may see a contractor who is already moving on before finishing what they were hired to do.

The immediate opportunity is not always the most important thing in front of you.

Think About the Decision from the Other Side

One of the simplest ways to improve your decision-making is to temporarily stop looking at the situation only from your own perspective.

Ask:

"If I were the customer, how would this look to me?"

Then take it one step further:

"If someone who knows nothing about this project looked at the contract, the messages, the photos, and the finished work, what would they conclude?"

That perspective can reveal problems you may not see when you're focused only on your own intentions.

It can also help you identify a better solution before the decision becomes difficult to undo.

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The Small Decision Can Become the Big Problem

Most contractors don't wake up intending to create a major dispute.

Problems often develop from decisions that seemed small at the time.

A shortcut. An assumption. An unnecessary commitment. A poorly considered message. A specification that was more restrictive than necessary. A decision to keep moving instead of stopping to reassess.

Individually, each decision may seem insignificant.

But decisions accumulate.

And once the project is complete, you may be looking at the combined result of dozens of choices made along the way.

That's why professional judgment matters.

Good contractors don't just ask whether they can do something.

They ask whether they should, whether it is consistent with what they promised, and what could happen if their decision doesn't produce the result they expect.

Contractor Takeaway

Before making a decision that could affect the project, the customer, the contract, or your business, take a moment to think beyond the immediate result.

Ask yourself:

- What am I trying to accomplish?
- What issues or consequences could this decision create down the road?
- Does it match what I promised?
- Given this particular customer and situation, is what I am doing reasonable and fair?
- How would I feel about this decision, if I were the customer?
- Is there a better way to accomplish the same objective with less risk?

A customer should not have to complain for a contractor to recognize that something isn't reasonable or fair.

A contractor doesn't need to predict every possible outcome.

A contractor does need to think beyond the next ten minutes.

Don't solve today's problem and inadvertently create tomorrow's nightmare. Think beyond the immediate decision.

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APPENDIX

Contractor Quick-Reference

Seven mistakes, distilled. Use this as a gut-check before you sign, price, or start a project.

1. Treat the Contract Like a Project Tool

Know what each payment covers, what quality you promised, and what changes before you pick up the first tool.

2. Get the Real Number Before You Commit

If a skill or cost gap shows up, solve it before you sign, not after.

3. Read Your Contract Before You Rely on It

What you think it says isn't a substitute for what it actually says.

4. Don't Create Commitments You Don't Intend to Make

"Thanks for letting me know" is a complete sentence. Don't promise, explain, or speculate when you don't have to.

5. Make Payment Milestones Mean Something

Tie every payment to a specific, verifiable stage of work, not just a date.

6. More Isn't Automatically Better

Know which standard governs the work (code, plans, manufacturer's instructions, contract, workmanship). Meeting one doesn't mean you've met them all.

7. Think Past the Next Ten Minutes

Before you act, ask what the decision could create down the road, not just whether it solves today's problem.

Three Questions Worth Asking on Every Project

- *"If something goes wrong three months from now, what will I wish I had figured out today?"*
- *"If someone who knows nothing about this project read the contract, the messages, and the finished work, what would they conclude?"*
- *"Does my payment schedule reasonably track the work and the costs required to complete it?"*

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CLOSING THOUGHTS

Putting It All Together

The Bigger Lesson

A construction project can go wrong even when everyone involved has the best intentions.

A good contractor knows more than just how to build. They understand what they agreed to, what they can actually deliver, how their decisions affect the customer, and what those decisions may create down the road.

The earlier a contractor recognizes a risk, the more options they have.

Sometimes the best business decision isn't the one that makes you look right in the moment. It's the one that leaves you with the fewest problems later.

Think beyond the immediate decision. The consequences may extend much further than the project in front of you. Good judgment means recognizing which decisions deserve more thought before you act.

Want to Go Deeper?

These seven mistakes aren't hypothetical. Each one played a role in the real project referenced in the introduction. That project cost one contractor all but $100 of the thousands they had been paid.

The companion book takes these and other issues further, examining how seemingly simple decisions made during a project can ultimately create significant financial and business consequences for a contractor.

A project can begin as a profitable opportunity and end as a significant loss, not because of one catastrophic mistake, but because of a series of seemingly reasonable decisions.

The book explores how a contractor's decisions and responses can affect the outcome of a project and, in some circumstances, strengthen the customer's position in the process.

It also covers communication, and how actions or statements can jeopardize a contractor's position and cost far more than they were meant to save.

The decisions that seem small in the moment can sometimes have consequences that are anything but small.

Need Help or Have Questions?

Some problems are easier and less expensive to address before the project is underway or before a disagreement develops.

> For help with contract reviews, contract negotiation, contract management, or other consulting services, email CBeyondConsulting@gmail.com.
>
> For information about the companion book, visit CBeyond.us

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