

# THE CONTRACTOR FACTOR

*Appointing a contractor, particularly if it is one you haven't dealt with before, can be a stressful business. Will they deliver what they promise? Will the job be done to the standard expected? Will the costs be in line with the initial quote? GI asked three top Course Managers for their advice on the matter.*



**Laurence Pithie MG, Director of Maintenance for Crown Golf**

**Once a golf club has decided upon the project to be completed, made an estimation as to how much it will cost and be funded, the next stage in the process is to appoint a contractor who is capable of completing the work.**

The use of contractors on golf courses can generally be broken down into the following categories:

- Irrigation
- Drainage
- Lakes & Ponds
- Landscaping
- Green, Tee, Bunker construction
- Arborist

Range work, including fencing as well as maintenance buildings, may also be considered but for the purposes of this exercise it is the above that are the most common.

Smaller project work is usually completed 'in-house', often with the hire of equipment being involved. This of course requires a competent user and one who has been trained in operating the said item of equipment. Tackling the larger projects involves hiring the specialist, so what are the key points that a club should consider before signing the agreement?



Trenching work on 12th underway, Merrist Wood.

Where an architect is involved, for example in the re-siting of a green, then the contractor would need to have the ability to interpret the architects drawing. A key point may then be to involve the architect in selecting a number of candidates that he or she has worked with and has performed such work to a satisfactory standard.

Where substantial irrigation work is required, such as a full installation, then it is worth appointing an irrigation consultant to design the required system and then to put out to tender the necessary documents. This ensures that each irrigation contractor is submitting a bid for the same system. The consultant also ensures that the submitted technical detail falls within the required specification. Few Course Managers would have this degree of knowledge on pumping capacity, flow rates and so on - these being essential in providing an efficient and reliable system that could cost in excess of £200,000. Contacting the irrigation supplier regarding the contractor may also be time well spent.

Procedures to follow on selecting a contractor would not only involve the cost, but also in viewing past projects that the contractor has completed. Were they completed on time? How were problems overcome? Was the equipment suitable? (e.g. tyres) Was the contractor flexible and was the work completed with minimal disruption? - These are some typical questions to raise. Looking at a method statement will prove useful in bunker

construction since there are differing views on this subject. The same would also apply for a major drainage project.

Other points to consider would be the experience of the people hired, including the site foreman who is the point of contact between the contractor and the client, Health & Safety Policy and CDM Regulations, storage of equipment and materials and the question of insurance and responsibility. The question of contingency or period of settlement should also be borne in mind, thus ensuring that no future problems exist.

It can be somewhat of a minefield but most of these aspects are ones of common sense and sound planning.

**Paul Worster, Course Manager, Minchinhampton GC**







Work to 5th bunker, St Mellion.

Perhaps an alternative title would be – How to get your preferred contractor to do what you want, when you want, and at the price you want. The rest is simple.

There are fairly straightforward, and rather more complex, rules of engagement, but a range of standard pre-written contracts such as Institute of Civil Engineers (ICE) 3rd Edition Minor Works are widely available online at small cost, and easily tailored to your individual requirements.

Even if you have a preferred contractor in mind – it is sensible to secure at least three estimates for the required work. There must be a clear Specification Document and Bill of Quantities to ensure that each contractor is quoting like for like - “on a level playing field” – otherwise accurate comparison suffers.

At a formal interview with each, it should be possible to get a “feel” for the successful contractor. Your mind should have been laid to rest over a wide variety of issues, and you will feel confident to award the contract. This is often called the “courtship” - the marriage (and frequently the divorce) will follow!

A contract outlines responsibilities, work to be carried out, standards required, schedule of payments, completion dates and liquidated damages (cost penalty on completion over-run), a detailed breakdown of the costs, and a contingency which is

only spent at the customers’ approval. A retention sum - (usually 2.5%) will normally be held over for a year as a guarantee against defects.

In the case of the Minchinhampton lake construction – Hawtree Ltd – the clubs retained Architects, were engaged to produce a detailed drawing showing location, elevation, volume, and specification of materials. The Specification Document and Bill of Quantities were produced, which gave a unit cost per cubic metre of spoil dug and tipped elsewhere, and an additional figure for that spoil to be landscaped and top-soiled. The contractor had responsibility for checking the architects’ calculations to ensure that the proposed figures were accurate.

A square metre cost of lining and protective layers was required, as was a finishing cost. The contract required the main contractor to source a reputable sub-contractor to carry out the very specialised waterproof lining job, and this company was to be vetted and approved by the Architect.

As in most large contracts – the main contractor is required to engage, oversee, control, and take responsibility for a number of sub-contractors, including assembling a full Health & Safety File, in order to fulfil the terms of the contract.

The architect approved each payment on a quantified basis.

As in all things – unforeseen difficulties may arise, and it can be wise not to immediately bring the full letter of the law down upon a contractor at the first signs of trouble, but to try and work together to overcome any problem. This normally leads to a far better outcome.

**Lee Strutt MG, Assistant Construction Manager at the GWest project, near Gleneagles in Perthshire.**



**Appointing a contractor**

‘Everyone views things differently’ this is one of the key considerations when appointing a contractor. You must understand that your vision and





Dealing with mobilising, storing and security of major plant equipment during long contracts.

aspirations will need to be clearly communicated to any contractor, if you want the outcome to be successful. So an important start to appointing a contract is to set out a good clear framework.

There are five main check points that I use to appoint a contractor – Research, Discuss, Appoint, Arrival on site and Completion.

### Research

Before giving any consideration to hiring a contractor, you need to set out a framework of your needs and what exactly you want to be ‘contracted out’. This is normally a bullet point document highlighting your needs and your overall idea of how, when, how long and what sort of standard you want achieved, are listed.

With a better breakdown of your needs you can identify what sort of skills you will need or in some cases two or three different specialist contractors to carry out the tasks. Sourcing a contractor can come from a number of different avenues – trade shows, trade magazine, the internet, personal recommendations, etc.

You will want to shortlist the contractors to three or four companies, which can supply you with the basic information for your needs. This should be previous client contract references, company setup including key staff, experience, machinery fleet (if applicable), expertise, financial standing and any others contracts that they currently working on.

### Discuss

When you have decided on the three or four contractors that you wish to tender, you will need to draft a framework document into the specific needs and what you need the contractor to do. The discussions and or framework should include but not limited to:

- Headlining an overview of the task to be tackled and broken into sub groups on specific issues.

- Talk about your expectations and standard of finish that you require, do not assume any contractor will work to your standards.
- A method statement and time scale chart from the contractor on how they propose to conduct the task and what problems may arise.
- Discuss how and when progress site meetings should take place.
- A breakdown of proposed budget cost and talk about contingencies if something could go wrong.
- Discuss down time costs and what constitute standing down – i.e. weather, sickness or machine breakdowns.
- How will the contractor manage their:
  - Health and safety programme
  - Operational setup
  - Machine and material storage
  - On site office or central point contact
  - Snagging procedure
- The contractor’s staff profile, education, experience and any previous recommendations from previous clients with contact details.
- Use the same set of questions for each tender so as to have a like for like comparison.
- Inform contractors of your site restrictions and rules i.e. No drink or drugs, speed restrictions on site, sensitive areas, waste disposal etc.

### Appointment

Choosing the right contractor from your tender list should now be easier as you will have all the information provided through your discussions and the contractor’s tender submission.

As with all tender prices, the lowest price is not always necessarily the cheapest.

You will need to assess and compare the costs put forward from each contractor; this can be partly checked using such reference books such as Spon’s Landscape & External Works Price Book. This should provide a rough framework to costing for most or specific areas of a project.

Before your final selection, request to meet and speak to the proposed site contact, quite often the contract will be dealt through a sales team, company management and not necessarily the supervisor who will implement the contract. Meet them and make sure you feel they can communicate and deliver what was agreed.

### On site

Once the contractor has been selected and all contracts agreed, there will be the onsite formalities to be outlined to all contractor personnel. Details covered –

- Site inductions - making sure all contract personnel understand your existing onsite regulations i.e. speed restrictions, codes of conduct, Health & Safety, etc
- Contact details - covering emergency contact numbers for both yourself and the contractor.
- All contractor employees present all their necessary certified documents for referencing. i.e. certificate of competence for all relevant areas of the project (these should be photocopied for reference).
- Site office or central point of contact are clearly marked so all deliveries or contacts are directed to the right location.
- Request all delivery documentations to be submitted and copied. These will help prevent being billed for materials not delivered or double billed.

### Completion

Hopefully the contract has gone to plan and if not, it should have been documented and discussed by both sides on the outstanding issues and a resolution plan agreed. Good regular snagging lists are always good tools to monitor costs, progress and quality standards.

Good clear communication and professionalism will always help make any contract a success.