



## General Advice and Tips: HIRING A CONTRACTOR

### 1. **Get multiple estimates**

Talk to several contractors and get written estimates from at least three. Make sure you're comparing apples to apples when you get multiple estimates. Look at building materials, work methods, timelines and other factors that may vary by contractor. Be cautious of estimates that are too high or too low.

### 2. **Hire local, licensed contractors whenever possible**

Local contractors are easier to contact if problems develop with the work in the future, and they are more likely to be familiar with building codes in your area. Ask the contractor for their local, physical address. Be suspicious of anyone who goes door-to-door or refuses to leave a contract overnight.

### 3. **Check their past work**

How has their work turned out in the past? Do they specialize in the kind of work you want done? Check references about the quality of their products, their workmanship and their customer service. Inquire about their professional reputation and years in business with the [Better Business Bureau](#). A contractor with more than five years of experience is preferable.

### 4. **Take your time making a sound decision**

Get multiple bids before making a decision. Don't be pressured into making an immediate decision, particularly with regard to signing a contract. Be cautious when asked to pay a large deposit up front. Make sure to read the fine print on all estimates and contracts. If you're having emergency repairs done and don't have time to thoroughly research a contractor, ask neighbors, family or friends to see if they have had a good experience with an emergency services contractor.

### 5. **Check their insurance and bonding**

Make sure the contractor is properly insured and bonded. Ask the contractor for a certificate of insurance (COI), which should provide the name of the insurance company, policy number and policy limits the contractor carries. You can contact the insurance company directly to verify the coverage and make sure the policy is still in effect. Do not do business with a contractor who does not carry the appropriate insurance coverage. If the contractor is not insured, you may be liable for accidents that occur on your property.

### 6. **Get everything in writing**

Secure a comprehensive contract before work begins. Get everything in writing, and make sure the contract is clear and well written. Consider having a lawyer review the proposed contract for your protection before you sign it if the project involves substantial costs. The contract should include:



## General Advice and Tips: HIRING A CONTRACTOR

- A detailed description of the work to be completed and the price of each item.
- A payment schedule – for example: one-third down, one-third when work is partially completed, and the balance due upon completion of repairs.
- The estimated start date and completion date on larger projects.
- Any applicable guarantees, which should be written into the contract and clearly state what is guaranteed, who is responsible for the guarantee, and how long the guarantee is valid.
- Signatures from both parties. You should never sign a contract containing blank sections.

Changes to the contract should be acknowledged by all parties in writing. Ask the contractor for confirmation that he or she has obtained all applicable building permits. If you decide to cancel a signed contract, you should follow the contract's cancellation clause. Written notification of the cancellation should be sent by registered mail to ensure you have proof of the cancellation.

### 7. Permits and Inspections: Know Who's Responsible

All permitted construction work in the city requires inspections at specific stages. In most cases, the **contractor applies for the permit and holds the legal obligation** to schedule and pass all required inspections. Failure to do so may result in failed future inspections, suspension or revocation of the contractor's license, and denial of future permits.

However, because the contractor acts as an **agent of the property owner**, the **owner remains ultimately responsible** for ensuring the work is legal, permitted, and compliant with all city codes. A building permit is a binding agreement to follow these rules. Property owners must be proactive in confirming that permits are in place and inspections are being completed. To protect your investment, it is strongly advised **not to make final payment** until the **final inspection has been approved by the city**.

If no inspections are requested within six months, the permit may expire. This often occurs after the contractor has left the job, whether due to incomplete work, a dispute, or other reasons. When that happens, **the property owner becomes solely responsible** for resolving any outstanding permit or code compliance issues.

Please note: The city's inspection process is intended to verify compliance with applicable building codes. **It is not a guarantee of quality, workmanship, or contractor performance.** Any concerns about construction defects, material quality, or unmet expectations must be resolved privately between the property owner and the contractor.

The city does not have the resources to monitor each project day to day. Responsibility for compliance lies with the **permit holder and the property owner**. Stay informed, stay involved, and make sure your project is completed legally and safely.



## General Advice and Tips: HIRING A CONTRACTOR

### 8. Understand your right to cancel

Federal and Missouri law *may* require a “cooling off” period, in which you can cancel the contract without penalty. Check with the [Federal Trade Commission](#) and the revised statutes of Missouri to understand your rights. For example, Missouri may provide some cancellation rights when a home improvement contractor solicits business at your residence and you sign a contract during that visit [*Missouri Home Solicitation Sales Act, RSMo §§ 407.700–407.720 (2024)*] and there are some protections provided for repairs related to insurance claims [*RSMo § 407.725 (2024), Work and services for insured persons—contractors not to induce sales—cancellation of contracts—requirements—contractor duties—violations—penalty.*]. Be sure to follow applicable rules during any permissible cooling off period. If you do cancel, consider sending the notice of cancellation by registered mail to ensure you have proof of the cancellation. *In any case, it may be a good idea to consult an attorney in such matters.*

### 9. Don’t pay upfront

Don’t pay for the entire project before it is completed. Make sure you make checks payable to a company, not an individual, and do not pay in cash. For larger projects, it is standard practice to pay one-third of the estimated costs as an initial payment. That way, you can retain your cashed check as a receipt.

### 10. Anticipate delays

Delays happen, and may not be the fault of your contractor. In spite of the timeline outlined in your contract, circumstances such as weather may prevent the work from remaining on schedule. Be realistic and prepare to adjust your plans accordingly.

### 11. Keep a job file

Keep your contract and all the supporting documents in one folder. Your file should also contain any change orders, plans and specifications, bills and invoices, canceled checks, and certificates of insurance and any letters, notes or correspondence with the contractor.

**Disclaimer:** *The information provided herein is intended as general advice and tips for property owners considering hiring a contractor for repairs. It is not intended as legal advice, and no attorney-client relationship is established by reading this document. The information provided is for informational purposes only and should not be relied upon as a comprehensive guide for making decisions regarding contracting or legal matters. The City makes no representations or warranties regarding the accuracy, completeness, or applicability of the information provided. By using this information, you agree that the City is not liable for any damages, losses, or issues arising from the use or reliance on the information contained herein. Always consult with a qualified professional or legal advisor before making decisions related to contracting or property repairs.*