



Patch to Match

by Gary Ransone

One of the biggest headaches for remodelers comes from having to match existing materials and finishes. We've all encountered jobs with a stucco finish, a roof shingle color, or a molding profile that can be closely matched but not matched exactly. If an owner expects a perfect job, however, no amount of effort on the part of the contractor will satisfy that demand.

I handle this problem in a special section of my contract, called "Miscellaneous Conditions." The section first explains that an exact match is not guaranteed:

Matching Existing Finishes: Contractor will use best efforts to match existing finishes and materials. However, an exact match is not guaranteed by Contractor due to such factors as discoloration from aging, a difference in dye lots, and the difficulty of exactly matching certain finishes, colors, and surfaces.

New asphalt roofing, for example, is usually darker than existing shingles that have weathered for several years. Even though the seeming mismatch generally disappears once the new shingles see some weather, an owner is likely to complain immediately after the job is done. By pointing out this part of the contract ahead of time, I can avoid a dispute.

I also try to use stock materials throughout my jobs, both to cut costs and to avoid the delays caused by special orders. Occasionally, however, a molding that needs to be matched is not a stock item with local suppliers. To prevent owners from assuming that I am required to absorb the cost of obtaining matching material, I also use an exclusion clause in this section of my contract:

Unless custom milling of materials is specifically called out in the plans, specifications, or Scope of Work description, any material not readily available at local lum-

beryards or suppliers is NOT included in this agreement.

Even custom-ordered materials may not meet the owner's expectations, however. When the owner insists on a perfect match, the next paragraph of my contract explains the procedure they need to follow to notify me:

If the Owner requires an exact match of materials or textures in a particular area, the Owner must inform the Contractor of this requirement in writing within seven (7) days of signing this Agreement. The Contractor will then provide the Owner with either a material sample or a test patch prior to the commencement of work involving the matching of existing finishes.

These procedures alone, however, do not guarantee that the owner will accept the samples I provide. To avoid having to produce an endless supply of samples, or to repeat tests over and over, I limit my responsibility:

The Owner must then approve or disapprove of the suitability of the match within 24 hours. After that time, or after the Contractor has provided the Owner with two or more test patches that have been rejected by the Owner, all further test patches, material submittals or any removal and replacement of materials already installed in accordance with the terms of this section will be performed strictly as EXTRA WORK on a time-and-material basis by the Contractor.

Taken together, these four paragraphs set reasonable expectations about how well new work will match existing materials, and also protect me from incurring extra costs because an owner unreasonably rejects my genuine efforts to meet his or her standard. ■

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