

# Keeping Logbooks Can Stave Off Trouble

by Quenda Behler Story

Every contractor should keep a logbook. Unlike other types of records, which accumulate haphazardly over time, a logbook is designed to hold routine entries. The key word here is “routine.” It doesn’t matter whether you make entries once a day or once a week; what’s important is that you make an entry as a regular part of doing business.

This kind of recordkeeping is not as time-consuming as it sounds. Remember, I’m not talking about something you’re going to submit for a Pulitzer Prize, nor is your third-grade teacher going to grade you on neatness. You can write the notes by hand in a three-ring binder that you balance on your knee. Just make sure to date each entry and to write enough so that you can figure out later what you meant. Include the time of day you made the entry as well, if that seems important to what you are writing. Then at the end of the day or whenever you do your filing, make a copy of everything in your binder that’s pertinent to any particular job and put a copy into that job’s file.

## Why Bother?

There are lots of benefits to these kinds of records. First of all, the act of writing notes about important activities or conversations will help you to determine what’s important and what’s not. Second, a logbook is an aid to memory. If you’re keeping everything in your head, when you get busy you just plain won’t remember everything.

Finally, if you find yourself in court, logbooks can save your posterior. Courts call logbook records “Notes made in the ordinary course of business.” Such notes cannot be used in court to contradict the

terms of a contract, but you can use them to explain those terms, depending on the situation and local laws. If you made a note, for example, of a conversation in which you discussed a proposed deck with a prospective client, you could use that note to establish what the dimensions of the deck were supposed to be. In rare cases, you can even use logbook notes to establish the existence of a contract, even if no written document exists. Of course, the note would have to show that all of the elements of a construction contract were met, including



agreement on what you offered to build and what “consideration” the client agreed to pay.

Logbooks notes should not be used, however, as a substitute for written change orders. In fact, if your contract or local laws say all change orders must be in writing, logbook notes won’t help you legally. They may, however, serve as an aid to memory, both for you and your client. For example, let’s say you make a note about your client’s request that you move a partition a couple of feet from where the plan says it should be located. Since there is no cost associated with this

work, you move the wall but fail to write a change order. If the client raises questions later about the position of the wall, you can use your logbook notes to prove that the client requested the change, possibly heading off any legal wrangling.

**Reliability.** Logbooks notes are considered to be more reliable than memory, because the notes were made on the spot, whereas memory can fail over time. That's why it's important to record notes routinely. If you make notes every day, and if you always record the date, and if you always summarize conversations with clients, then you're more likely to convince the court that you didn't cook up your logbook the day before the trial.

What if you get a phone call tomorrow that makes you nervous and you start taking notes for the first time? While your logbook would be more reliable if you had been keeping notes in it for years, any notes you have will be helpful.

### Three Logbooks

At a minimum, I recommend you routinely record information in three logbooks: one for safety, one for the job site, and one for the phone.

**Safety logbook.** Even if your local occupational safety laws do not require a safety log, you should keep one. The log will serve both as a mechanism for getting employees to follow your safety rules, and as proof against accusations of negligence. You might include, for instance, a note describing a near-miss incident and the steps you took to prevent future close calls. You could also note the dates and summary contents of conversations you had about safety with subs working at your sites.

**Job-site logbook.** Each job supervisor should keep a notebook for each job. Include notes describing every client contact, every change order, and every complaint. It's good practice to read an important note back to the clients and ask them to initial it, especially if it involves a change.


Also make notes about what materials arrived each day and in what condition; after all, you may be the one with the complaints. Keep notes about all contacts

with subs, too. Briefly describe which subs were on site each day, what you said to them or what they said to you, and what work each sub did each day.

**Phone logbook.** Make a note of every phone call that comes in or goes out, whether the phone is on a site or in your office. Be sure to include the date and time of the call, the name of the caller, who the call was for, and a quick note about what the caller wanted.

Taken together, these three logbooks cover all the bases. If, for example, your supplier dumps a material load in the wrong place, claiming the driver was following your employee's instructions, you can go to your job-site log to show that the truck arrived after everyone had left the site. You can also keep a little problem with your client from becoming a big problem. Remember that wall you were asked to move? If your client doesn't, you can go to your phone log to find the precise day and time of the call the client made to tell you to move it.

Logbooks aren't limited to use as self-defense; they can also help you keep track of important details. For example, you might want to review your phone log and job log before each billing to make sure you haven't forgotten to write and bill for any change orders.

With any luck, you'll never have to use a logbook to establish the existence of a contract, the terms of a contract, or your actual contract performance. But it's cheap insurance and time well spent. 

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