A Calendar Date Is Not a Stage of Construction: Phoenix Home Remodeling Explains What Arizona Law Requires in a Remodeling Payment Schedule

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Phoenix Home Remodeling, a Chandler-based design-build remodeling company, has published a homeowner?s guide to the payment page of a remodeling contract, the page it says is worth arguing about before signing rather than after. The guide focuses on a common schedule, 30 percent at signing, 30 percent at midpoint and 40 percent at completion, and the one item that schedule leaves out that Arizona law asks for by name.

The guide, Phoenix Home Remodeling?s guide to Arizona remodeling payment schedules, explains that A.R.S. § 32-1158 requires any residential contract over $1,000 to state the dollar amount of each progress payment and the stage of construction at which the contractor becomes entitled to collect it. ?A calendar date is not a stage of construction,? the company writes. A date-based schedule moves money on a clock while the work moves on a jobsite, and the two drift apart quietly. ?By the time a homeowner notices, the contractor is holding 60 percent of the contract and the job is not demoed yet.?

The statute treats deposits and progress payments differently. A deposit only has to be stated in dollars,

while each progress payment must be tied to a stage a homeowner can verify, such as vanity set and plumbing trim-out on a guest bath. The guide notes that a date-based schedule is still a binding contract under the statute; what a missing stage takes away is the homeowner?s ability to point to the page and say the work owed for a draw hasn?t happened yet. The same statute requires the contract to state the homeowner?s right to file a written complaint with the Arizona Registrar of Contractors, printed in at least ten-point bold type with the registrar?s phone number and website.

The guide puts hard numbers on deposit risk. Arizona sets no dollar cap on deposits for general residential remodeling, but the state?s Residential Contractors? Recovery Fund caps an individual award at $30,000 under A.R.S. § 32-1132.01. On a $95,000 Gilbert kitchen, a 30 percent deposit is $28,500 and sits just under that line. On a $190,000 Arcadia whole-home contract, the same 30 percent is $57,000, leaving $27,000 beyond anything the fund can reach. The fund also covers only homeowners who occupy the home as a primary residence, and a written complaint generally has to be filed within two years after the project is completed. The guide favors deposits tied to something real, such as a placed cabinet order or a tagged slab, over a percentage of the total: ?The first one has a receipt behind it. The second one is a number.?

The guide also addresses lien protection. Within the first weeks of a remodel, suppliers and subcontractors serve Preliminary Twenty Day Notices under A.R.S. § 33-992.01. The notices are not liens, but together they list everyone who could record one if a general contractor collects a draw and doesn?t pay them. The guide?s most useful single clause, it says, is tying each draw to signed lien waivers from the trades covered by that draw under A.R.S. § 33-1008, a request that costs a contractor who pays his subcontractors nothing.

Phoenix Home Remodeling publishes its own schedule as an example: four payments, each tied to a purchasing decision or a visible stage. A 30 percent deposit at signing places the cabinet order while lead times run in the project?s favor. Thirty percent at demo complete funds tile, stone and plumbing fixtures once field dimensions are locked. Thirty percent at roughly 75 percent complete lines up with countertops being templated and set, the last major material cost. The final 10 percent is held until the final walkthrough. The company says it can name real stages because its design phase closes selections before a construction contract exists.

The guide closes with an exercise: pull the payment page from any proposal, separate the deposit, replace every remaining date with a stage you could walk into and verify, compare the deposit to the $30,000 fund ceiling, add a lien-waiver clause, and confirm the bold ROC complaint block is printed. ?A schedule that can only be expressed in dates is telling you the sequence hasn?t been planned in enough detail to name the stages yet,? the guide says. Homeowners comparing contract totals for whole home remodeling in Phoenix can check them against the company?s cost guide, and verify any contractor?s license at azroc.gov in about five minutes. ?Do it before the contract, not after the deposit.?

About Phoenix Home Remodeling

Phoenix Home Remodeling is a Chandler-based design-build remodeling company specializing in whole home, kitchen, bathroom, shower and interior renovations. The company completes feasibility, material selections and 3D design before construction begins, with fixed pricing provided only after planning is finalized. Licensed, bonded and insured (ROC #313636, Class B-3), it serves Phoenix, Chandler, Gilbert, Scottsdale, Ahwatukee, Mesa, Queen Creek, Tempe, Sun Lakes and Laveen.

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For more information about Phoenix Home Remodeling, contact the company here:Phoenix Home RemodelingJeremy Maher(602) 492-8205jeremy@phxhomeremodeling.com6700 W Chicago St #1Chandler, AZ 85226

Phoenix Home Remodeling

Helping homeowners remodel without the common contractor nightmares by utilizing our unique Design-Build business model. We pride ourselves on educating and empowering homeowners with vital resources to help as many Phoenix homeowners as possible.

Website: https://phxhomeremodeling.com/

Email: jeremy@phxhomeremodeling.com

Phone: (602) 492-8205

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