

MEMBER GUIDE

PERFORMANCE GUIDELINES



VERSION 2.1

2015 MN Residential Building Codes

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A. Introduction to The BAM Performance Guidelines

As of January 1, 2011 Minnesota Statute 326B.809 requires that all licensed residential contractors provide each customer a set of written performance guidelines in addition to and as part of a written contract for services. To assist its members in complying with this requirement, in 2011 the Builders Association of Minnesota (BAM) created version 1 of performance guidelines. These were updated in 2015 and reviewed and amended in 2019.

This is BAM Performance Guidelines Version 2.1 (2019) and will be referred to in this document as the *Guidelines*.

The *Guidelines* are an attempt to provide objective and uniform quality criteria for typical residential and home improvement services with which customers of BAM members may reasonably expect their project to comply. These *Guidelines* must be carefully reviewed before incorporating them into a contract and customized as necessary to meet each member's business practices. Words in *italics* are defined in the "Terminology" section beginning on page 3.

B. Homeowner Expectations

Contractors are only responsible for the portion of the home and its components that have been included in the scope of a residential construction or home improvement contract. By agreeing to these Performance Guidelines, the *Homeowner* certifies that if the residential construction or home improvement project does not violate the criteria specified in Sections H through W below, the project has met the *Homeowner's* reasonable expectations of quality with respect to the listed areas and systems.

If these *Guidelines* require that the *Contractor* patch, correct, replace, install, refinish, paint, stain, caulk, fill, match, adjust or in any other way *repair* any work that does not meet these *Guidelines*, the *Homeowner* must expect that the new surface may not match the original or surrounding surfaces.

Many natural and manufactured materials are used in the construction and home improvement process and homeowners must expect:

- Variations in wood grains and colors;
- Variations in patterns, colors, tints, surfaces, and dye lots of materials;
- Creaks, squeaks, cracks, and nail pops, as materials dry and cure;
- Fading or discoloration, which may vary in different locations; and
- Shrinkage, cracking, and movement of building components due to the natural characteristics of building materials and environmental conditions.

Matching old and new surfaces during remodeling is not an exact science. Some remodeling circumstances require that some of these *Guidelines* be suspended to complete the project or meet the homeowner's aesthetic needs. These circumstances include, but are not limited to:

- The intersection of old, out of plumb, out of plane or out of level materials and existing building systems with new materials and new building systems;
- The variations in appearance between worn or weathered materials next to new materials; and
- Practical considerations of new products and materials that must work within the limitations of existing buildings.

During the course of remodeling it is not uncommon to discover unforeseen issues in the existing structure that will limit or alter the *Contractor's* options for meeting or building within the goals of the *Guidelines*.

C. Terminology

The following terms are defined as, and are crucial to understanding and using the BAM Performance Guidelines Version 2.1 (2019):

Building Standard means the State Building Code, adopted by the commissioner of administration pursuant to sections 16B.59 to 16B.75, that is in effect at the time of the construction or remodeling.

Code means the version of the Minnesota State Building Code, as defined by Minnesota Statute 326B.121, that was in effect when the building permit was issued for the residential construction or home improvement project.

Contractor means, a BAM member in good standing when these *Guidelines* are dated and signed, which is a “vendor” or “home improvement contractor” as defined by Minnesota Statute 327 A.01 and which has contracted with a *Homeowner* to construct a residence or complete a home improvement. “Vendor” means any person, for or corporation that constructs dwellings, including the construction of dwellings on land owned by the vendees. “Home improvement contractor” means a person who is engaged in the business of home improvement either full time or part time, and who holds out to the public as having knowledge or skill particular to the business of home improvement. These *Guidelines* are applicable to materials or workmanship provided by a Contractor and their subcontractors or suppliers, as long as the Contractor has contracted with the subcontractor or supplier to provide part of the contracted work.

Deflection means the difference in elevation of high and low points along a diagonal, horizontal, or vertical plane caused by stress induced deformation of a load bearing member. Deflection is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

Guidelines mean the official version of the BAM Performance Guidelines Version 2.1 (2019) as published by the Builders Association of Minnesota.

Home Improvement means the repairing, remodeling, altering, converting, or modernizing of, or adding to a residential building, except as excluded in Minn. Stat. Sec. 327A.01 subd. 9.

Homeowner means a “vendee” or “owner” as defined by Minnesota Statute 327A.01 that has contracted with the *Contractor* for residential construction or home improvement services. “Vendee” means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers. “Owner” means any person who owns a residential building on which home improvement services are performed, and includes any subsequent owner of the residential building.

Readily visible means a condition that is visible from a standing position facing the surface at a distance of 6 feet under normal interior household light or exterior daylight lighting conditions.

Repair means the restoration, alteration, partial replacement or full replacement of materials or equipment to meet the *Guidelines*. The *Contractor's* repair work shall be done in the manner determined solely by the *Contractor* to best remedy the problem. The remedy may include but is not limited to patching, correcting, replacing, installing, reinstalling, refinishing, painting, staining, varnishing, caulking, filling, grouting, matching, adjusting, or in any other way correcting the material or installation to meet the *Guidelines*. Where repairs are necessary, new materials or finishes may not exactly match the surrounding original materials or finishes. For instance, a perfect match between original and new paint cannot be expected and the *Contractor* is not required to paint an entire wall or room as part of a repair.

Substantial completion of the project means the point at which the residential construction or home improvement project is completed and the areas are functional for their intended use per the contract between the *Contractor* and *Homeowner*.

D. Exclusions

The Minnesota Building Code governs structural integrity, health and safety and energy efficiency of residential construction and home improvement projects. Where a specific *Guideline* is not consistent with a minimum or maximum provision of the *Code*, the *Code* will prevail. The *Contractor* warrants the work as required by Minnesota Statutes Section 327A. In no case is it intended that these *Guidelines* extend the time or rights of anyone under any warranties, or other rights or claims against the *Contractor*. **These *Guidelines* only attempt to provide objective criteria to determine whether the residential construction or home improvement services set forth in Sections H. through W. below meet the *Contractor's* obligations under the Code or Section 327A if applicable, and are not intended to confer any additional contractual, warranty, or other rights or duties beyond the Code or Section 327A warranties.**

The *Guidelines* are separate and distinct from manufacturers' warranties. The *Guidelines* cover the predominate construction method in Minnesota of low-rise, wood frame construction with masonry block or poured concrete foundations. If you have contracted for alternate material or methods, then manufacturer's warranties or the *code* will be your guide.

The following conditions are expressly excluded from these *Guidelines* and void all *Contractor* obligations as described by these *Guidelines*:

- Any labor, materials or subcontractors provided or hired by the *Homeowner* in the remodeling or construction of the home.
- Damage caused or made worse by the *Homeowner's* negligence, improper maintenance, or improper operation of the home including, but not limited to, the exclusions listed under Minnesota's Home Warranty Statute 327A.03.
- Any loss or damage not reported by the vendee or the owner to the vendor, *Contractor* or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage; unless the vendee or owner establishes that the *Contractor*, vendor or home improvement contractor had actual notice of the loss or damage.
- In no case is the *Contractor* responsible for the *Homeowner's* alteration of the original construction or design of the home or home improvement project.

E. How to Use These Guidelines

The *Guidelines* explain the *Contractor* and the *Homeowners'* responsibilities as they relate to common alleged defects or conditions in new homes or remodeling. Look for your specific material, item or project. Some conditions do not require a *repair* by the *Contractor* and will appear as "0" (zero) in the "Years Covered" column. These are conditions which occur naturally, are too small to detract from overall appearance, are considered your responsibility, or must be reported before the *substantial completion of the project*.

F. Modifications to These Guidelines

The *Homeowner* and *Contractor* may agree to make specific modifications to the *Guidelines* that create more or less stringent performance guidelines than those published in the *Guidelines*. Any modifications must be written or typed in appropriate terms in the blank page labeled "Addendum" provided directly before the signature page at the end of the *Guidelines*. Referenced amendments or special conditions may also be attached to the *Guidelines* as long as they are clearly referenced on the Addendum page. Changes to the *Guidelines* Addendum page shall be referenced by the numbering system used in the *Guidelines* and each modification should clearly indicate how each specific guideline is being altered (e.g. "Z.2.f is omitted due to existing condition of the home"). Any changes made to or amended to the Addendum page must be signed and dated by both the *Contractor* and *Homeowner*, which verifies that both parties agree to the modifications stated on the Addendum page.

G. Disclaimer

These *Guidelines* are published for the convenience of BAM's members and their customers. Any party using these *Guidelines* does so voluntarily and at their own risk. These *Guidelines* should not be construed as a policy, warranty (express or implied) or guaranty by BAM or any of its members, employees, or agents involved in the creation of these *Guidelines*, with respect to any technical descriptions, systems, details, requirements, materials or products. BAM disclaims any responsibility for damage, liability, loss or risk that is incurred, directly or indirectly, from using, applying, or relying upon these *Guidelines*. Any party using these *Guidelines* waives any claims against BAM, its officers, directors, employees and agents for any damage arising out of the use of these *Guidelines*. Should any claim be brought against BAM arising out of the use of these *Guidelines*, the persons or entities using these *Guidelines* agree to save, hold harmless, indemnify and defend BAM, its agents and employees, including all costs and attorneys' fees. BAM is not providing legal or other professional services. If you have a question about these *Guidelines*, seek competent legal or other professional advice before agreeing to these *Guidelines*.

These *Guidelines* are protected by United States copyright laws and may not be used, reproduced, distributed, modified, or displayed except as set forth in this paragraph. Subject to the provisions of the preceding paragraph, BAM members are hereby granted the limited, nonexclusive, nontransferable, license to reproduce, modify and use these *Guidelines* solely for the purpose of construction contracting.

The Provisions of this Section G. are not subject to modification or change, except with BAM's express written consent.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>H. Lot</u>					
1. Site Drainage	a.	rainwater does not drain away from the home	1	Settling of ground around foundation walls, utility trenches or other filled area shall not prevent water from draining away from the home. <i>Contractor will repair</i> settled areas which affect proper drainage.	After the first year the <i>Homeowner</i> is responsible for maintaining a properly established positive slope away from the foundation.
	b.	drainage from site is inadequate	1	Standing or ponding water shall not remain for more than 24 hours on unfrozen or unsaturated ground. Swales may take 48 hours to drain on unfrozen or unsaturated ground. <i>Contractor will repair</i> to establish proper grades and swales to drain away from the home when ground is not frozen or saturated.	After the first year the <i>Homeowner</i> is responsible for maintaining grades and swales that have been properly established. Understand that proper drainage cannot be determined when the ground is saturated or frozen or after a snow storm or heavy rainfall.
	c.	water drains from adjoining property	0	<i>Contractor</i> is not responsible for water that flows onto a <i>Homeowner's</i> lot from a nearby property.	Contact your local municipality if this is occurring and causing a problem on your property.
<u>I. Driveway, Sidewalks, Garage Slab, Stoops and Steps</u>					
1. Concrete Driveway and Sidewalks	a.	concrete driveway or sidewalk is cracked	1	<i>Contractor will repair</i> cracks that exceed 1/4" in width or 1/4" in vertical displacement. Cracks within control joints are not covered.	
	b.	standing water ponds on a concrete driveway or sidewalk	1	<i>Contractor will repair</i> driveway or sidewalk if standing water greater than 3/8" in depth remains on the driveway or sidewalk 24 hours after a rain.	
	c.	adjoining exterior concrete flatwork sections deviate in height from one section to another	1	<i>Contractor will repair</i> adjoining exterior concrete flatwork sections if they deviate in height by more than 1/2" unless the deviation is intentional at specific sections such as garage door openings. Seasonal lift or settlement at the junction of the garage floor and the driveway may occur. <i>Repairs</i> will be made only after the effects of the current seasonal fluctuations have subsided and the true determination of <i>repair</i> can be made. <i>Contractor</i> is not responsible for flatwork deviations caused by excessive lawn sprinkler use prior to freezing weather.	<i>Homeowner</i> is responsible for eliminating lawn sprinklering before the first freeze to help prevent flatwork from settling or heaving.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>I. Driveway, Sidewalks, Garage Slab, Stoops and Steps</u>					
		d. concrete surface is disintegrating and exposing aggregate	1	Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal use and weather conditions. <i>Contractor</i> will <i>repair</i> defective concrete surfaces if the condition was not caused by salt, chemicals, mechanical implements or other factors beyond the <i>Contractor's</i> control.	<i>Homeowner</i> is responsible for avoiding the use of ice melting products during the first two winters after concrete is installed. Using sand for traction will not damage concrete surfaces.
	2. Asphalt Driveway	a. asphalt driveway has cracked	1	<i>Contractor</i> will <i>repair</i> longitudinal or transverse cracks greater than 1/16" in width or vertical displacement.	
		b. standing water ponds on an asphalt driveway	1	<i>Contractor</i> will <i>repair</i> driveway if standing water greater than 3/8" in depth remains on the driveway 24 hours after a rain.	
	3. Concrete Garage Floor Slab	a. crack in garage slab	1	Minor cracks in concrete floor slabs should be expected. <i>Contractor</i> will <i>repair</i> cracks exceeding 1/4" wide or 1/4" in vertical displacement.	
		b. garage floor has settled, heaved, or separated	1	<i>Contractor</i> will <i>repair</i> garage floor if it has settled, heaved or separated more than 1" from the adjacent wall.	
		c. rain or snow leaks under garage door	1	During some weather conditions, leakage under the garage door may occur. Garage doors will be installed according to manufacturer's instructions. <i>Contractor</i> will <i>repair</i> leaks resulting from improperly installed garage doors.	
	4. Concrete Stoops and Steps	a. stoops or steps have heaved or settled	1	<i>Contractor</i> will <i>repair</i> stoops or steps if they have settled, heaved or separated more than 1" from the adjacent wall.	
<u>I. Foundation: Basement and Crawlspace Walls</u>					
	1. Concrete Block or Poured Concrete Walls	a. wall is bowed or out of plumb	1	<i>Contractor</i> will <i>repair</i> any concrete block wall or poured concrete wall that is out of plumb in excess of 1" in 8 feet when measured from the base to the top of the wall or bows in excess of 1" in 8 feet when measured vertically or horizontally.	
		b. wall is cracked	1	Small cracks in the mortar of concrete block or poured concrete walls are not unusual and do not indicate a structural problem. <i>Contractor</i> will repair cracks in excess of 1/8" by pointing or patching.	

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<u>I. Foundation: Basement and Crawl Space Walls</u>					
		c. poured concrete wall has a visible construction joint	1	A construction joint is a visible joint that indicates where the concrete pour terminated and then continued. Construction joints are normal. <i>Contractor will repair</i> any construction joint with a separation or crack in excess of 1/4" in width.	
		d. efflorescence appears on a wall	0	Efflorescence looks like a white film on the surface of concrete. Efflorescence is not a construction defect and is not mold. Efflorescence is a typical condition caused by moisture reacting with the soluble salts in concrete which forms harmless carbonate compounds.	
		e. wall has pits, surface void or similar imperfections	1	<i>Contractor will repair</i> any surface imperfection larger than 1" in diameter or 1" in depth. Such imperfections are cosmetic and do not affect the structural integrity of the wall.	
<u>K. Interior Concrete Slabs and Floors</u>					
1. Concrete Slab Floors	a. crack in concrete slab		1	Minor cracks in concrete floor slabs should be expected. <i>Contractor will repair</i> a crack exceeding 1/4" in width or 1/4" in vertical displacement or if the crack interferes with the installation of finish flooring. The <i>repair</i> may include grinding, caulking or filling.	
	b. crack or separation in concrete slab at or near a control joint		0	Control joints are an optional building method used to encourage cracking to take place at or near control joints instead of in random locations. This condition is not covered.	
	c. concrete slab is uneven		1	Except where a portion of the concrete slab has been specifically designed to drain, <i>Contractor will repair</i> concrete floors in living areas that have pits, depressions, or areas of unevenness exceeding 1/4" in 32".	
	d. concrete slab is pitting/chipping, flaking or peeling/spalling, or has a loose, sandy surface/dusting		1	<i>Contractor will repair</i> concrete surfaces that are pitted or spalled unless the deterioration was caused by factors outside the <i>Contractor's</i> control. Dusting will be repaired by <i>Contractor</i> if it is so sandy that it would cause a problem when finished flooring is applied.	

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<u>K. Interior Concrete Slabs and Floors</u>					
2. Concrete Slab Floors Over Precast Concrete	a. crack in concrete slab		0	If a non-structural topping is applied to a precast concrete floor system the topping may not be a consistent thickness because of the crown in the precast concrete planks. At the joints in the planks the topping will show hairline cracking. Such cracking should be expected, is not structural and is not covered.	
<u>L. Interior Floor Construction</u>					
1. Floor System	a. floor system deflects and causes vibrations		10	Some deflection in the floor system is normal and is not an indication of a deficiency or structural problem. <i>Contractor</i> will repair any floor joist or floor truss with deflection more than 1/2" in 15 feet.	In <i>code</i> compliant homes it is common for normal footsteps to cause vibrations. Before construction begins <i>Homeowner</i> should discuss where they would like to place heavy furniture, such as but not limited to, bookshelves, pianos, china cabinets, etc. so <i>Contractor</i> can plan accordingly to minimize vibrations.
2. Beams, Columns, and Posts	a. exposed wood column, post or beam is split		10	Columns, posts, and beams will sometimes split as they dry after installation. Some splitting is acceptable and is not a structural concern. <i>Contractor</i> will <i>repair</i> if splitting exceeds 15% of the wood column, post or beam width or does not meet the grading standard for the wood species used.	
	b. exposed wood column, post or beam is twisted or bowed		10	Exposed wood posts and beams will meet the grading standard for the wood species uses. <i>Contractor</i> will <i>repair</i> any wood beam or post with a bow or twist that exceeds 3/4" in an 8-foot section.	
	c. exposed wood column, post or beam is cupped.		10	Lumber is cupped when it has warped across the grain in a concave or convex shape. Beams and posts will sometimes cup as they dry after installation. Cupping is more common in beams and posts that are 3 1/2" or greater because they are not kiln dried. <i>Contractor</i> will <i>repair</i> any beam or post where a cup exceeds 1/4" in 5 1/2".	
	d. wood or steel column is bowed or out of plumb		10	<i>Contractor</i> will <i>repair</i> any wood or steel column that is bowed more than 1/4" in 32" or is out of plumb more than 3/4" in 8 feet measured from the base of the column.	

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<u>L. Interior Floor Construction</u>					
		e. concrete column is out of plumb	10	<i>Contractor will repair</i> any concrete structural column that is out of plumb more than 1/4" in 12" measured from the base of the column.	
		f. masonry structural column is out of plumb	10	<i>Contractor will repair</i> any masonry column that is out of plumb more than 1/8" in 12" measured from the base of the column.	
	3. Subfloors	a. wood subfloor squeaks or appears loose	1	A totally squeak---proof floor cannot be guaranteed. However, Contractor will repair improperly installed or loose subflooring that causes frequent and loud squeaks. Contractor will attempt to reduce excessive squeaking as much as practical without removing floor or ceiling finishes. Fastening loose subflooring with casing nails into carpet and counter sinking the head is an acceptable method of repair. Snap---off screws may also be used to refasten subflooring through carpet.	
		b. wood flooring is not level at the transition between an existing floor and the floor of a room addition	1	Flooring at a transition area will not slope more than 1/8" over 6". Overall step---down, unless previously agreed upon with the <i>Homeowner</i> , will not exceed 1 1/8". <i>Contractor will repair</i> flooring transition to meet these standards. Variations caused by seasonal or temperature changes are not a defect.	
		c. floor pitches to one side in a door opening between the existing construction and the addition	1	If a floor pitches to one side in a door opening between the existing construction and the addition, <i>Contractor will repair</i> using a transition threshold or other reasonable and cost---effective method.	
<u>M. Wall Framing, Stair Framing, Windows and Exterior Doors</u>					
	1. Wall Framing	a. wall is out of plumb	1	<i>Contractor will repair</i> any walls that are more than 3/4" out of plumb for any 8-foot vertical measurement.	
		b. wall is bowed	1	<i>Contractor will repair</i> any walls which bow more than 1/4" out of line within any 32" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.	
	2. Interior Stair Framing	a. interior stair tread deflects	1	<i>Contractor will repair</i> interior stair tread if <i>deflection</i> is more than 1/8" under 200 pounds of force.	
		b. gaps exist between finished interior stair risers, treads, or skirts	1	Risers, treads and the board that runs along the ends of each step are designed to meet flush. <i>Contractor will repair</i> if gap between adjoining stair parts exceeds 1/8".	

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<u>M. Wall Framing, Stair Framing, Windows and Exterior Doors</u>					
		c. gaps exist between interior stair railing parts	1	<i>Contractor</i> will <i>repair</i> gaps between interior stair railing parts if they exceed 1/8" in width.	
		d. stair riser or tread squeaks	1	Totally squeak----proof stairs cannot be guaranteed. However, <i>Contractor</i> will <i>repair</i> improperly installed stairs that cause frequent and loud squeaks. <i>Contractor</i> will attempt to reduce excessive squeaking as much as practical without removing floor or ceiling finishes.	
	3. Windows Glass.	a. window is difficult to and open	1	<i>Contractor</i> will <i>repair</i> windows so they are reasonably easy to operate or close according to manufacturer's instructions.	<i>Homeowner</i> is responsible for keeping tracks and rollers cleaned, lubricated and adjusted according to manufacturer's instructions.
		b. window glass is broken or scratched or screen or window hardware is missing	0	<i>Contractor</i> will <i>repair</i> any broken window glass, glass scratches that are <i>readily visible</i> , missing or damaged screens, or missing hardware that are reported by the <i>Homeowner</i> to the <i>Contractor</i> before the <i>substantial completion of the project</i> .	Broken glass, scratched glass, missing or damaged screens, or missing or damaged hardware reported after the substantial completion of the project are the <i>Homeowner's</i> responsibility.
		c. window grids, grilles, or muntins fall out or become out of level	1	One time only <i>Contractor</i> will <i>repair</i> window grids, grilles, or muntins that disconnect, fall out or become out of level.	<i>Homeowner</i> is responsible for regulating indoor humidity. Regulating humidity reduces condensation and frost from forming on windows and helps prevent excess moisture build up that can damage surface finishes throughout the home. <i>Homeowner</i> should run exhaust fans or air to air exchangers whenever moisture is being generated and up to 20 minutes after showers.
		d. water, ice or frost is observed on the interior frame or glass surface of a window	0	Windows will collect condensation on interior surfaces when exterior and interior temperature differences are extreme. Condensation is usually the result of climatic conditions or humidity conditions created in the home. This condition is not covered.	
		e. air infiltrates around exterior windows	1	Some air filtration is normally noticeable around windows, especially during high winds. <i>Contractor</i> will <i>repair</i> poorly fitted weather-stripping.	
					In high wind areas <i>Homeowner</i> may need to have storm windows installed to stop excessive air infiltration.

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<u>M. Wall Framing, Stair Framing, Windows and Exterior Doors</u>			1	<i>Contractor will repair a window that is not installed according to code or manufacturer's instructions so that water does not intrude beyond the drainage plane of the window during normal rains. Any defects attributed to the window unit's performance will be addressed by the window manufacturer's warranty.</i>	<i>Homeowner is responsible for keeping weep holes clean of debris, per manufacturer's instructions, so they can allow wind driven rain to be diverted from the window sill.</i>
4. Exterior Doors		f. rain penetrates a window during or after rain			
	a. exterior door is warped		1	<i>Contractor will repair any doors that warp to the extent that they no longer work, or they are no longer weather resistant, or they warp more than 1/4" measured diagonally from corner to corner. Contractor is not responsible for an exterior door warping if finishing the door was not within Contractor's scope of work.</i>	
	b. unfinished wood shows at edges of an inset panel		0	<i>It is normal for door panels to shrink. This condition is outside a Contractor's control and is not covered. When constructing panel inserts, manufacturers purposely build in expansion space to allow for changes in humidity and temperature.</i>	
	c. wooden door panel is split		0	<i>If light is visible through a split in a door panel, Contractor will repair one time only at substantial completion of the project.</i>	<i>Exterior doors may warp or bind to some degree because of the difference in the temperature or humidity between inside and outside surfaces.</i>
	d. door sticks or binds		1	<i>Contractor will repair an exterior door that sticks or binds one time only after substantial completion of the project, if the condition is caused by faulty workmanship or materials. Any changes to the originally installed door hardware, weather stripping, or other door components that cause the door to stick or bind are not covered. Contractor is not responsible for an exterior door warping if finishing the door was not within the Contractor's scope of work.</i>	
	e. door will not close and latch		1	<i>One time only Contractor will repair an exterior door or latching mechanism that will not close and latch after substantial completion of the project. Contractor is not responsible for an exterior door closing and latching if finishing the door was not within the Contractor's scope of work.</i>	
	f. plastic molding on primary door behind the storm door melts		0	<i>Plastic molding on primary doors installed behind storm doors can melt from exposure to sunlight. This condition is not covered.</i>	<i>Homeowner is responsible for following manufacturer's instructions on painting molding since dark colors tend to absorb more heat.</i>

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<u>M. Wall Framing, Stair Framing, Windows and Exterior Doors</u>					
		g. caulking or glazing on the primary door cracks or peels	0	Cracking or peeling on caulking or glazing on a primary door installed behind a storm door may occur and is not covered.	<i>Homeowner</i> is responsible for following manufacturer's instructions on painting molding since dark colors tend to absorb more heat.
		h. air movement or light around a closed exterior door	1	<i>Contractor</i> will <i>repair</i> weather stripping to seal the exterior door when closed in order to prevent excessive air infiltration. Doors must have gaps at their perimeter to accommodate expansion and contraction due to variations in temperature or humidity. At times of high winds or extreme temperatures there may be noticeable air movement around a closed door's perimeter. A small glimmer of light may be seen at the corners of the door unit and is not covered.	<i>Homeowner</i> is responsible for keeping weather stripping cleaned and maintained.
		i. sliding patio door or screen will not stay on track or doesn't roll smoothly	1	Sliding patio door and screen will stay on track and roll smoothly at the time of <i>substantial completion of the project</i> . One time only <i>Contractor</i> will <i>repair</i> sliding glass door and realign on the track.	<i>Homeowner</i> is responsible for keeping tracks and rollers cleaned, lubricated, and adjusted per manufacturer's instructions.
		j. door knob, deadbolt, or lockset sticks or binds	1	One time only <i>Contractor</i> will <i>repair</i> any hardware that does not meet manufacturer's standards and has not been damaged by a <i>Homeowner</i> . It is common for locksets of any price range to feel heavy or stiff but to still operate as intended by the manufacturer.	
<u>N. Exterior Finishes</u>					
1. Wood and Wood Composite Siding		a. edge or gaps between adjacent pieces of siding or siding panels	1	Gaps on the ends of siding or siding panels is required to allow for expansion and contraction of wood. <i>Contractor</i> will <i>repair</i> gaps wider than 3/16" or as prescribed by the manufacturer's instructions.	
		b. siding boards have split	1	<i>Contractor</i> will repair siding boards with splits wider than 1/8" and longer than 1".	
		c. wood siding, shakes or shingles are discolored or have bled through paint or stain	0	Resins and extractives bleeding through paint or stain or discoloration of siding, shakes or shingles is considered normal. This condition is especially noticeable if natural weathering, white paint, or semitransparent stain is used.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
N. Exterior Finishes					
2. Cement Board Siding	a. siding is cracked or chipped	0	Contractor will repair cracks or chips that are more than 2" in length and more than 1/8" in width if the Homeowner reports them to the Contractor before substantial completion of the project.		
	b. siding is improperly fastened	1	Contractor will repair siding to be installed flush and perpendicular per the manufacturer's instructions. Overdriven nail heads or nails driven at an angle can be filled by Contractor per siding manufacturer's instructions.		
3. Vinyl, Aluminum or Steel Siding	a. siding trim is loose	1	Contractor will repair trim that has separated from the home by more than 1/4".		Homeowner tip: vinyl siding and accessories should not be caulked in most circumstances because caulking could impact the product's drainage or contraction and expansion characteristics.
	b. trim accessory is loose from caulking at windows or other wall openings	1	One time only Contractor will repair siding trim accessories to eliminate any separation from caulking at windows or other openings.		
	c. nail heads show	1	Contractor will repair siding if nail heads are showing. Vinyl siding generally should not be faced nailed. However, there are appropriate and typical occasions when a single face nail may be needed to reinforce a joint or fasten the siding to the wall when it is cut to fit around window frames, doors, roofs or other obstructions on the wall. Except for the top piece of siding on a gable end, vinyl siding should not be face nailed and instead proper accessory products should be used.		
	d. siding is cut unevenly	1	Contractor will install siding according to manufacturer's instructions. If cut edges of vinyl siding are readily visible Contractor will repair the siding, trim or accessories.		
	e. siding is not correctly spaced from moldings	1	Contractor will repair siding if the space between the siding and accessory trim is greater than 1/4" or to manufacturer's instructions.		
4. Masonry and Veneer	a. wall or mortar joint is cracked	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. Contractor will repair cracks more than 3/8" wide.		

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>N. Exterior Finishes</u>					
5. Stucco and Parged Coatings		b. cut bricks below opening are different thicknesses	1	<i>Contractor will repair</i> cut bricks in the course directly below an opening if they vary in thickness more than 1/4". The smallest dimension of a cut brick should be no less than 1".	
		c. brick course is not straight	1	<i>Contractor will repair</i> wall if any point along the bottom of any course is more than 1/4" higher or lower than any other point within 10 feet along the bottom of the same course.	
		d. mortar stains show on exterior brick or stone	1	<i>Contractor will repair</i> mortar stains that detract from the appearance of the finished wall when viewed from a distance of 20 feet.	
		e. efflorescence is present on the surface of masonry or mortar	0	Efflorescence looks like a white film on the surface of brick. Efflorescence is not a construction defect and is not mold. Efflorescence is a typical condition caused by moisture reacting with the soluble salts in brick or mortar which forms harmless carbonate compounds.	
		f. damage to interior walls from leaking brick or stone	1	<i>Contractor will repair</i> brick and stone walls that are not constructed or flashed according to <i>code</i> to prevent water penetration to the interior of the structure under normal weather conditions. Water penetration resulting from factors outside the <i>Contractor's</i> control such as sprinkler systems or extreme weather conditions are not covered.	
		a. exterior stucco wall surface is cracked	1	Cracks are not unusual in the surfaces of exterior stucco walls. <i>Contractor will repair</i> any cracks more than 1/8" wide.	
		b. color or texture of stucco wall not uniform	0	Stucco finishes are unique and an exact match of color, texture, or both may not be practical. Exterior stucco walls may not match when applied on different days or under different temperatures, humidity or other environmental conditions.	Homeowner is responsible for adjusting lawn sprinklers so they do not spray on the home
		c. rust marks are observed on stucco finish coat	1	<i>Contractor will repair</i> a stucco surface if there are more than 5 rust marks measuring more than 1" long occurring within 100 square feet.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>N. Exterior Finishes</u>					
		d. stucco wall leak causes damage in exterior wall cavity	1	<i>Contractor will repair</i> stucco walls that are not constructed or flashed according to <i>code</i> to prevent water penetration to the interior of the structure under normal weather conditions. Water penetration resulting from factors outside the <i>Contractor's</i> control such as lawn sprinklers or extreme weather conditions are not covered.	<i>Homeowner</i> is responsible for adjusting lawn sprinklers so they do not spray on the home.
6. Exterior Trim	a. gaps show in exterior trim and other exterior finishes		1	<i>Contractor will repair</i> any open joints that are more than 1/4" wide or which do not keep out the elements.	<i>Homeowner</i> is responsible for maintaining the exterior finish by caulking and painting as needed.
	b. exterior trim board is split		1	<i>Contractor will repair</i> trim boards that are split wider than 1/8" and longer than 1".	
	c. exterior trim board is bowed or twisted		1	<i>Contractor will repair</i> trim boards that are bowed or twisted more than 3/8" in 8 feet.	
	d. exterior trim board is cupped		1	Lumber is cupped when it has warped across the grain in a concave or convex shape. <i>Contractor will repair</i> trim boards that are cupped more than 3/16" in 5 1/2".	
7. Exterior Paint, Stain and Varnish	a. exterior paint or stain peeled or flaked		1	<i>Contractor will repair</i> exterior paint or stain that has peeled, developed an alligator pattern, or blistered on the area that has been affected.	
	b. exterior paint or stain has faded		0	Fading of paint or stain is common and can vary considerably depending on the quality of the paint or stain. This condition is not covered.	
	c. paint or stain is over sprayed		1	<i>Contractor will repair</i> areas that have paint or stain overspray on surfaces not intended for paint or stain if the overspray is <i>readily visible</i> .	
	d. exterior varnish or lacquer		0	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	
	e. raised grain on stained wood		0	Because of the effects of weather on natural wood, raised grain will often develop on stained wood. This condition is not covered.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>O. Roof, Chimney, Gutters and Downspouts</u>					
	1. Roof Covering	a. roof or flashing leaks	1	<i>Contractor</i> will repair roof or flashing leaks. Leaks caused by ice build-up are not covered.	<i>Homeowner</i> is responsible for cleaning leaves and debris from valleys, gutters, and downspouts before freezing weather.
		b. ice builds up on roof	0	During prolonged cold spells, ice is likely to build up at the eaves of the roof. This buildup will occur when snow and ice accumulate or gutters and downspouts freeze up. Ice buildup on roofs is not covered.	
		c. snow or rain leaks into the attic through louvers or vents	0	Homes are required to have louvers and vents to meet <i>code</i> compliant roof ventilation. Rain or snow will sometimes come through these openings and is not covered.	
		d. water is left standing on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water does not drain properly, <i>Contractor</i> will repair. <i>Contractor</i> is not responsible if the roof was specifically designed to retain water.	
		e. shingles have blown off	1	<i>Contractor</i> will repair shingles that were not installed according to the manufacturer's installation instructions or did not perform according to the manufacturer's warranty.	
		f. shingles are not horizontally aligned properly	1	<i>Contractor</i> will repair shingles that are not horizontally aligned and installed according to the manufacturer's instructions. <i>Contractor</i> and <i>Homeowner</i> may agree to intentionally not have new shingles on an addition horizontally align with the existing roof line and shingles.	
		g. asphalt shingle edges or corners are curled or cupped	0	Asphalt shingle edges should not curl or cup according to the manufacturer's warranty. <i>Contractor</i> is not responsible for this condition.	
		h. asphalt shingles have developed surface buckling	1	Asphalt shingles do not have to be perfectly flat. <i>Contractor</i> will repair shingles that buckle higher than 1/4".	
		i. sheathing fasteners have loosened from framing and raised the shingles	1	<i>Contractor</i> will repair all areas where sheathing fasteners have loosened from framing and raised the shingles. <i>Contractor</i> may choose to redrive existing fasteners and seal holes in shingles or replace with new shingles.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>O. Roof, Chimney, Gutters and Downspouts</u>					
		j. roofing fasteners are exposed at the ridge or hip of a roof	1	<i>Contractor will repair</i> any areas where roofing fasteners are exposed at the ridge or hip of a roof.	
	2. Chimney	a. crack in masonry chimney cap or crown causes leak	1	<i>Contractor will repair</i> a cracked cap or crown if it causes a leak.	
		b. chimney flashing leaks	1	<i>Contractor will repair</i> a leak in a new chimney flashing. Leaks in new chimney flashing are not covered if they are caused by ice buildup or by a <i>Homeowner's</i> actions or negligence.	
	3. Gutters and Downspouts	c. masonry chimney separates from the structure to which it is attached	1	It is not unusual for a new chimney to slightly separate from the structure to which it is attached. <i>Contractor will repair</i> any chimney that has separated from the home more than 1/2" in any 10 feet vertical measurement.	<i>Homeowner</i> is responsible for keeping leaves and debris out of gutters so that water can flow properly. Avoid leaning ladders against gutters or downspouts.
		a. gutter or downspout leaks or a gutter overflows	1	Gutters and downspouts may overflow during heavy rains. <i>Contractor will repair</i> leaks in connections of gutters or downspouts.	
		b. standing water in gutters	1	It is industry practice to install gutters so that they are level. Small amounts of water may stand in a gutter after a rain. If the water is more than 1" deep in a gutter and the gutter is not clogged with debris or ice, <i>Contractor will repair</i> the gutter so that water can drain properly.	<i>Homeowner</i> is responsible for keeping leave and debris out of gutters so that water can flow properly.
<u>P. Plumbing</u>					
	1. Water Supply System	a. pipe, valve or fitting leaks	2	<i>Contractor will repair</i> leaks in any drain, vent or water pipe, valve or fitting.	
		b. condensation is observed on pipes, fixtures, or plumbing supply lines	0	Condensation on pipes, fixtures and plumbing supply lines is not leakage. It is expected in certain climate conditions and is not covered.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>P. Plumbing</u>					
		c. water in a plumbing pipe freezes and the pipe bursts	2	<i>Contractor</i> will <i>repair</i> frozen drain or water pipe if caused by failure to follow building standards. <i>Contractor</i> will not repair damage to drains or water pipes caused by <i>Homeowner's</i> negligence.	<i>Homeowner</i> is responsible for disconnecting garden hoses, draining water pipes and draining outside exterior faucets before they are exposed to freezing temperatures.
		d. water pipe is noisy	2	Some noise in the water pipes is natural and expected. A sudden thump or bang from water supply pipes when a faucet or fixture is closed abruptly is not covered. Slight ticking sounds coming from hot water supply pipes as they expand and the sound of water flowing through drainage pipes are normal and are not covered. If there is a pounding noise from pipes that are not anchored according to building standards, <i>Contractor</i> will <i>repair</i> .	
		e. water quality is poor	0	Water quality from either a municipal water supply or a private well is not covered because it is beyond the <i>Contractor's</i> control.	
2. Plumbing Fixtures	a. faucet or valve leaks		2	<i>Contractor</i> will <i>repair</i> leaks due to defects in the installation of faucets or valves. <i>Contractor</i> is not responsible for leaks caused by manufacturing defects in valves or faucets that the contractor did not provide.	<i>Homeowner</i> is responsible for maintaining caulk seals installed by the <i>Contractor</i> .
	b. bathtub or shower leaks		2	<i>Contractor</i> will repair a leaking bathtub or shower as long as the <i>Homeowner</i> has maintained the caulk seals.	
	c. bathtub or shower enclosure flexes or creaks		2	It is normal for some bathtub and shower enclosure designs and materials to exhibit some flexing and creaking when in use. <i>Contractor</i> will <i>repair</i> bathtub or shower enclosure if installation does not meet manufacturer's instructions.	
	d. plumbing fixture, appliance or trim fitting is defective		1	<i>Contractor</i> will <i>repair</i> any fixture, appliance, or fitting which was supplied by the <i>Contractor</i> and does not meet the manufacturer's warranty.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>P. Plumbing</u>					
		e. surface of a plumbing fixture is cracked or chipped	0	Cracks and chips in surfaces of showers, bathtubs, toilets and sinks should not be visible from a standing position facing the surface at a distance of 3 feet under normal lighting conditions. <i>Contractor</i> will <i>repair</i> any fixture that does not meet this performance guideline if the defect is reported by the <i>Homeowner</i> before the <i>substantial completion of the project</i> .	
		f. vanity top with an integrated sink is cracked	0	Vanity tops should not be cracked. <i>Contractor</i> will <i>repair</i> any fixture that does not meet this performance guideline if the defect is reported by the <i>Homeowner</i> before <i>substantial completion of the project</i> . For other countertops see section R. Interior Finishes, 4. Countertops.	
		g. plumbing fixture does not deliver hot water	2	Plumbing lines and fixtures should be correctly installed to allow fixtures to deliver hot water at a temperature that is similar to the temperature as it leaves the hot water source. Water heaters may be set at lower temperatures to conserve water or prevent scalding. Fixtures may also include safety devices to prevent scalding that may restrict the water temperature. Hot water takes longer to arrive at fixtures that are farthest away from the water heating source. Any of these three conditions are outside the <i>Contractor's</i> control and are not covered. <i>Contractor</i> will <i>repair</i> plumbing lines or fixtures that do not comply with Building Standards.	<i>Homeowner</i> should expect normal heat loss from the heated water as it travels through the piping to the fixture.
3. Sanitary Sewer and Septic Systems	a. wastewater fixtures and pipes are clogged or drain slowly		2	Sanitary drainage systems and fixtures will drain waste products to a public sanitary sewer or private sewage disposal system without interruption. <i>Contractor</i> will <i>repair</i> drainage system or fixture if clog is caused by a construction defect. <i>Contractor</i> is not responsible for any defect which is not construction related, including any failure of municipal systems. <i>Contractor</i> is not responsible for slow or clogged drains if the drainage system was not replaced during the remodeling project.	<i>Homeowner</i> is responsible for repairs if clog is caused by a <i>Homeowner's</i> actions.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>P. Plumbing</u>					
		b. septic system does not operate as designed	2	Septic systems installed by <i>Contractor</i> will operate as designed according to state, county and local requirements. <i>Contractor</i> will <i>repair</i> a septic drain field that cannot properly handle the normal flow of household waste, if the problem was caused by defects in workmanship or installed materials and the septic system was adequately maintained by the <i>Homeowner</i> . <i>Contractor</i> is not responsible for conditions beyond their control such as freezing, saturated soils, increase in the elevation of the water table or limitations established by a local governing agency.	<i>Homeowner</i> is responsible for properly maintaining their septic system. <i>Contractor</i> is not responsible for repairing a septic system if a <i>Homeowner</i> connects sump pumps, roof drains, water conditioner backwash to the septic system; places non----biodegradable items into the system; uses a food waste disposal; places impermeable surfaces over the system's disposal area; fails to pump out the system periodically; exceeds the system's design standards; does not maintain tree roots that have blocked the system; parks vehicles or other equipment on the drain field; does not maintain vegetation over the drain field; allows water to pond over the disposal area.
<u>Q. Electrical</u>					
1. Fuses and Circuit Breakers	a. GFCI trips frequently		1	Ground Fault Circuit Interrupters (GFCI) are sensitive safety devices installed to protect against electrical shock. These devices can be very easily tripped. <i>Contractor</i> shall install <i>code</i> compliant GFCIs. Nuisance tripping is to be expected and is not covered, unless due to failure to comply with Building Standards. Because outlets protected by GFCIs may be connected in a series, a tripped GFCI may be located in another room and could be affecting the outlet a <i>Homeowner</i> is using. <i>Contractor</i> is not responsible for any damages resulting from equipment that is plugged into a GFCI controlled outlet.	<i>Homeowner</i> tip: Do not plug refrigerators or freezers into GFCI outlets like those required in garages and some basement locations. After a rainstorm <i>Homeowner</i> should check to make sure the sump pump's GFCI outlet has not tripped off.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>Q. Electrical</u>		b. AFCI trips frequently	1	Arc Fault Circuit Interrupters (AFCI) are sensitive safety devices to protect against electrical fires. Contractor shall install <i>code</i> compliant AFCIs. AFCIs are installed in almost all finished areas except kitchens and bathrooms. The <i>Contractor</i> is not responsible for any damages resulting from equipment that is plugged into an AFCI controlled outlet. Nuisance tripping is to be expected and is not covered, unless due to failure to comply with Building Standards. Because outlets protected by AFCIs may be connected in a series, a tripped AFCI may be located in another room and could be affecting the outlet a <i>Homeowner</i> is using.	<i>Homeowner</i> tip: AFCI tripping may also be caused by damaged cords or plugs on lamps or small appliances. If an electrical device causes nuisance tripping try a different device to help determine if the appliance is defective and should no longer be used. Some newer vacuum cleaners and exercise equipment will not work on an AFCI---protected circuit.
		c. fuse blows or a circuit breaker trips (non---GFCI or AFCI breakers)	1	Fuses and circuits will not be tripped by normal usage. <i>Contractor</i> will install <i>code</i> compliant wiring circuits. <i>Contractor</i> will <i>repair</i> any circuit that is not <i>code</i> compliant at time of contract.	
	2. Wiring, Fixtures and Outlets	a. electrical outlet, switch or fixture malfunctions	1	<i>Contractor</i> will <i>repair</i> a malfunctioning electrical outlet, switch, or fixture that does not operate as designed.	
		b. receptacles or switch covers protrude from the wall	0	Receptacle and switch covers should fit tight to the wall at <i>substantial completion of the project</i> . <i>Contractor</i> will <i>repair</i> covers that gap more than 1/16" from the wall. Receptacle and switch covers installed on an existing wall during a remodeling project are not covered.	
		c. ceiling fan vibrates excessively or is noisy	1	<i>Contractor</i> will <i>repair</i> ceiling fan that is not installed according to manufacturer's instructions, including blade balances.	<i>Homeowner</i> tip: There are varying levels of performance for ceiling fans and some noise or vibration may be inherent in the specific fan installed.
		d. smoke or carbon monoxide detector chirps or otherwise malfunctions	1	<i>Contractor</i> will <i>repair</i> a smoke or carbon monoxide detector that does not operate as designed with fully charged batteries.	<i>Homeowner</i> tip: Safety officials recommend that <i>Homeowners</i> change the batteries in all detectors semiannually when daylight saving time begins and ends.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor’s Responsibility for Corrective Measure	Homeowner Responsibility
<u>R. Interior Climate Control</u>					
1. Heating and Cooling System	a. inadequate heating	2	Heating system is designed to maintain an indoor temperature of 70 degrees F. The temperature is measured in the center of the room at a height of five feet above the floor. <i>Contractor will repair</i> the heating system so that it provides the required temperature.	<i>Homeowner</i> is responsible for balancing dampers and registers and making other minor adjustments for change of seasons. <i>Homeowner</i> is responsible for changing filters periodically and performing other routine maintenance on the heating system per manufacturer’s instructions.	
	b. inadequate air conditioning	2	Cooling system is designed to maintain an indoor temperature of 78 degrees F. The temperature is measured in the center of the room at a height of five feet above the floor. Contractor will repair the cooling system so that it provides the required temperature. If the temperature outside is above 95 degrees F, cooling system must be able to maintain an inside temperature that is 15 degrees below the outside temperature. <i>Contractor will repair</i> the cooling system so that it provides the required temperature.	<i>Homeowner</i> is responsible for balancing dampers and registers and making other minor adjustments for change of seasons and maintaining window treatments properly to optimize cooling capabilities. <i>Homeowner</i> is responsible for performing routine maintenance on the cooling system per manufacturer’s instructions, such as cleaning the condensing unit.	
	c. leaks in air conditioning refrigerant lines	2	<i>Contractor will repair</i> all leaking refrigerant lines and will recharge the unit if the <i>Homeowner</i> is not responsible for damaging the lines.	Condensation drain lines may clog under normal use. Prior to using the cooling system each season, <i>Homeowner</i> is responsible for checking condensation lines to ensure they are clear.	
	d. clogged condensate drain lines	0	Contractor will provide clear condensation drain lines at <i>substantial completion of the project</i> .		
	e. condensation on the outside of air handlers, refrigerant lines or ducts.	2	Moisture may condense on the exterior surfaces of air handlers, lines and ducts when the air temperature is different from the surface temperature, particularly during summer when the humidity is high. <i>Contractor will repair</i> the equipment only if condensation is caused by failure to comply with Building Standards.		

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>R. Interior Climate Control</u>					
2. Ducts and Air Distribution	a. ductwork makes a ticking or crackling noise		0	Ductwork may make ticking and crackling noises when the metal in it expands during heating and contracts during cooling. This condition is natural and is not covered.	
	b. ductwork makes a booming noise		2	A booming noise in air distribution ducts is called "oil canning." <i>Contractor will repair</i> the ductwork to eliminate "oil canning."	
	c. supply ductwork is separated or detached		2	<i>Contractor will repair</i> ductwork that is separated or not installed per <i>code</i> .	
3. Mechanical Ventilation	a. mechanical ventilation system does not work		2	<i>Contractor</i> shall provide <i>code</i> compliant mechanical ventilation for a new home. Mechanical ventilation is not required for remodeling projects in homes built before 2000. <i>Contractor will repair</i> if the mechanical ventilation system does not operate per <i>code</i> or to manufacturer's instructions.	<i>Homeowner</i> is responsible for maintaining their mechanical ventilation system which may include periodic cleaning of continuously exhausting fans, filter changes for air-to-air exchangers, cleaning of air intake and exhaust hoods, and other manufacturer's instructions. Failure to operate mechanical ventilation system may damage interior finishes.
<u>S. Interior Finishes</u>					
1. Interior Doors	a. interior door or closet door is warped		1	<i>Contractor will repair</i> any doors that warp more than 1/4" measured diagonally from corner to corner.	
	b. bifold and bypass doors come off their tracks during normal operation		1	One time only <i>Contractor will repair</i> a bifold or bypass door that will not stay on its tracks during normal operation.	Bifold and bypass doors are more sensitive than swing doors. <i>Homeowner</i> is responsible for cleaning and maintenance necessary to preserve proper operation.
	c. pocket door rubs in its pocket during normal operation		1	One time only <i>Contractor will repair</i> a pocket door that rubs during normal operation.	
	d. wooden door panel has split		1	If light is visible through a split in the panel, <i>Contractor will repair</i> the panel one time only. Wood filler may be used to <i>repair</i> the panel.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>S. Interior Finishes</u>					
		e. door rubs on jambs or floor covering	1	One time only <i>Contractor</i> will <i>repair</i> a door edge if it rubs on a jamb or on flooring that has been installed by <i>Contractor</i> .	
		f. door edge is not parallel to the door jamb	1	One time only <i>Contractor</i> will <i>repair</i> door edge if it is more than 3/16" out of parallel to the door jamb. If <i>Contractor</i> installed the door in an existing frame that is out of square this condition is not covered.	To promote smooth operation, <i>Homeowner</i> is responsible for avoiding slamming doors or hanging objects on door knobs.
		g. door knob or latch does not operate smoothly	1	One time only <i>Contractor</i> will <i>repair</i> a door knob or latch that does not operate smoothly. This condition is not covered if it is caused by the <i>Homeowner's</i> actions or negligence.	
		h. unfinished wood shows at edges of an inset panel	0	It is normal for door panels to shrink. When constructing panel inserts, manufacturers purposely build in expansion space to allow for changes in humidity and temperature.	
2. Trim and Moldings	a. gaps at trim and molding joints		1	One time only <i>Contractor</i> will <i>repair</i> open joints in moldings or between moldings and surfaces if the gaps are more than 1/8" wide at <i>substantial completion of the project</i> . Caulking is an acceptable <i>repair</i> .	
	b. nails are not properly set or nail holes are not properly filled		1	One time only <i>Contractor</i> will <i>repair</i> nails that are not set flush or below the finish. <i>Contractor</i> will <i>repair</i> filled nail holes that are <i>readily visible</i> . After painting or staining, putty colors will not exactly match variations in wood color.	
	c. interior trim is split		1	One time only <i>Contractor</i> will <i>repair</i> trim with a <i>readily visible</i> split, crack, or checked surface.	
	d. tool marks are visible on interior trim		1	<i>Contractor</i> will <i>repair</i> tool marks on trim that are <i>readily visible</i> .	
	e. wood trim appearance is uneven		0	Variations in natural wood trim are should be expected. This condition is not covered.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>S. Interior Finishes</u>					
3. Cabinets	a. cabinets do not line up with each other	1		<i>Contractor will repair cabinet faces more than 1/8" out of line or cabinet corners more than 3/16" out of line. In remodeling projects cabinets may not fit flush against the walls on the ends or bottoms and may not fit flat against the floor when installed in rooms with out of plumb walls or out of level floors. Cabinets or countertops may have to be shimmed or otherwise adjusted to make the cabinets and countertops fit together properly.</i>	
				<i>Contractor will repair cabinet door or drawer front if warpage exceeds 1/4" as measured from the face frame to the point of furthestmost warpage with the door or drawer in closed position.</i>	
				<i>One time only Contractor will repair cabinet doors or drawers that bind.</i>	
				<i>One time only Contractor will repair door catches or closing hardware if a cabinet door does not stay in a closed position.</i>	
				<i>One time only before substantial completion of project Contractor will repair cracked cabinet doors or drawer fronts. An exact match with grain pattern, grain intensity or color is not possible.</i>	
				<i>One time only Contractor will repair cabinet door that deviates more than 1/8" from top to bottom when doors are closed.</i>	
4. Countertops	a. high-pressure laminate on a countertop is delaminated	1		<i>Contractor will repair high-pressure laminate countertop that delaminates, unless the damage was caused by the Homeowner's misuse or negligence.</i>	<i>Homeowner is responsible for making sure any liquids are not left near countertop seams or hot objects are not placed directly on the countertop.</i>
	b. surface of a countertop is cracked, chipped or scratched	0		<i>At the substantial completion of the project Contractor will repair countertops that have a readily visible crack, chip, or scratch.</i>	
	c. tile countertop grout lines are cracked	1		<i>One time only Contractor will repair tile grout line cracks that result in loose tiles or in gaps more than 1/16".</i>	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>S. Interior Finishes</u>					
		d. granite, marble, stone, or solid-surface countertop has texture or color variations	0	Color variations in granite, marble and stone are expected. Variations in texture and colors of manmade solid-surface countertops may be covered by the manufacturer's warranty. These conditions are not covered.	
		e. countertop has visible seams	0	Seams in countertops may be visible and will be more noticeable with certain materials and darker colors. This condition is not covered.	
5. Other Interior Surfaces	a. cracks are visible on a drywall or lath and plaster finished wall or ceiling.	1	One time only Contractor will repair cracks more than 1/8" wide.		
	b. nail pop, blister or other blemish is visible on a finished drywall or ceiling	1	One time only Contractor will repair a nail pop, blister or other blemish that is readily visible.		
	c. cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints are observed on drywall surface	1	One time only Contractor will repair drywall that has a readily visible cracked corner bead, excess joint compound, trowel marks, or blisters in tape joints.		
	d. joints protrude from the surface of drywall	1	One time only Contractor will repair a drywall joint that is readily visible.		
	e. sprayed or textured ceilings or walls have uneven textures	0	Sprayed or textured ceilings may have uneven textures. This condition occurs with randomly applied materials and is not covered.		
	f. interior paint does not cover underlying surface	1	One time only Contractor will repair interior paint that leaves the underlying surface readily visible.		
	g. interior surface is spattered with paint, stain or varnish	1	Contractor will repair interior paint, stain or varnish splatters that are readily visible on walls, woodwork, floors or other interior surfaces.		
	h. wall covering has peeled	1	Contractor will repair peeling wall covering installed by Contractor. Wall coverings applied in high moisture areas are not covered.		

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>S. Interior Finishes</u>					
		i. patterns or edges in wall covering are mismatched	0	At <i>substantial completion of the project</i> Contractor will <i>repair</i> patterns or edges in wall coverings that are mismatched, if the wall covering pattern is designed to match. Irregularities in the wall covering pattern themselves are the manufacturer's responsibility and are not covered. Wall coverings installed on existing out of plumb walls or where existing trim is not square with corners are not covered.	
<u>T. Flooring</u>					
	1. Carpeting	a. carpeting does not meet at the seams	1	Contractor will <i>repair</i> any open seams or gaps in the seams of carpeting. Visible carpet seams are not covered.	
		b. wall---to---wall carpeting comes up, is loose or stretched	1	Contractor will <i>repair</i> any wall---to---wall carpeting that was installed by the Contractor and has loosened from the material to which it was attached.	
		c. carpeting appears to be different colors or has spots or minor fading	0	When viewed under normal lighting conditions, carpet may have the appearance of color variations. Spots or minor fading may occur naturally when carpet is exposed to light. These conditions may be covered by the manufacturer's warranty.	
	2. Vinyl Linoleum, Cork, and Rubber Flooring	a. depressions or ridges in flooring due to subfloor irregularities	1	Contractor will <i>repair readily visible</i> depressions or ridges exceeding 1/8". Contractor is not responsible for discontinued patterns or color variations if floor covering is replaced. Floor covering installed over existing subflooring is not covered.	
		b. fastener pops are observed on the surface of vinyl flooring	1	Contractor will <i>repair readily visible</i> fastener pops on the surface of vinyl flooring.	
		c. vinyl flooring has lost adhesion or has visible bubbles	1	Contractor will <i>repair</i> vinyl flooring so it is securely attached per manufacturer's instructions. Contractor is not responsible for discontinued patterns or color variations if floor covering is replaced.	
		d. seams or shrinkage gaps show at vinyl flooring joints	1	Contractor will <i>repair</i> gaps at joints or seams in vinyl flooring if they are more than 1/16" in width. Where dissimilar materials abut, the gap will not exceed 1/16".	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>T. Flooring</u>					
		e. patterns on flooring are misaligned	1	<i>Contractor will repair</i> flooring seams that are more than 1/8" out of line. Flooring installed over out of level floors are not covered	
		f. vinyl, linoleum, rubber or cork floor tile is loose	1	<i>Contractor will repair</i> floor tile that is not installed per manufacturer's instructions.	
	3. Hardwood Flooring	a. gaps exist between hardwood floor boards	1	One time only <i>Contractor will repair</i> gap between hardwood floor boards that are more than 1/8" wide.	<i>Homeowner</i> is responsible for maintaining floor according to manufacturer's instructions and for maintaining proper humidity levels and moisture conditions in the house.
		b. hardwood floor boards are cupping or crowning	1	<i>Contractor will repair</i> hardwood floor board that is cupped or crowned more than 1/16" in height in a 3" maximum span measured perpendicular to the long axis of the board. Cupping or crowning caused by exposure to moisture is not covered.	
		c. voids or skips are observed in hardwood floor finish	1	<i>Contractor will repair</i> a void or skip in hardwood floor finish that is readily visible.	
		d. top coating on hardwood flooring has peeled	1	<i>Contractor will repair</i> any peeling field----applied finish in the top coating of hardwood flooring. Prefinished coatings are the manufacturer's responsibility and are not covered.	<i>Homeowner</i> is responsible for contacting manufacturer if factory----applied finish has peeled.
		e. hardwood flooring has buckled	1	<i>Contractor will repair</i> hardwood flooring that has buckled. Hardwood flooring that has buckled because of exposure to moisture or high humidity by the <i>Homeowner</i> is not covered.	<i>Homeowner</i> is responsible for maintaining floor according to manufacturer's instructions and for maintaining proper humidity levels and moisture conditions in the house.
		f. hardwood flooring has released from the substrate	1	<i>Contractor will repair</i> hardwood flooring that has released from the substrate, unless it released due to a <i>Homeowner's</i> action or negligence.	
		g. slivers or splinters are observed in hardwood flooring	1	<i>Contractor will repair</i> readily visible slivers or splinters.	

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>T. Flooring</u>	4. Tile, Brick, Marble and Stone Flooring	a. tile, brick, marble, or stone flooring is broken	0	Before <i>substantial completion of the project</i> Contractor will <i>repair</i> broken tile, brick, marble, or stone flooring.	
		b. tile, brick, marble, or stone flooring is loose	1	Contractor will <i>repair</i> loose tile, brick, marble, or stone flooring, if condition is not caused by <i>Homeowner's</i> actions or negligence.	
		c. cracks are observed in the tile grout or at the junctures with other materials such as a bathtub	1	One time only Contractor will <i>repair</i> cracks in grouting of tile joints if they cause a gap more than 1/16" or result in loose tiles. Using grout caulk, an elastic substance, at junctures between tile and other materials is often more effective than grout and is considered an acceptable method of repair.	
		d. lippage of adjoining marble or ceramic tile	1	Contractor will <i>repair</i> lippage of adjoining marble or ceramic tile more than 1/16" except where the materials are designed with an irregular heights such as handmade tile or tile larger than 13" x 13". Tile installed over existing subflooring is not covered.	
		e. grout or mortar joint is not a uniform color	1	One time only after the grout or mortar has cured Contractor will <i>repair</i> any color variation that is <i>readily visible</i> , unless caused by a <i>Homeowner's</i> actions or negligence.	
<u>U. Fireplace</u>	1. Fireplace	a. natural draft fireplace or chimney does not draw properly	1	Several things can cause temporary negative draft situations in a natural draft fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or extremely tight weather proofing throughout the house. These conditions are not covered. Contractor will <i>repair</i> the draft problem if caused by improper installation.	<i>Homeowner</i> is responsible for insuring there is sufficient fresh air make-up for the flue to draw properly, such as opening a window until a draft is established. Before each heating season the <i>Homeowner</i> is responsible for clearing any obstructions prior to use and for routine maintenance by a professional chimney sweep.
		b. firebox paint has changed	0	A firebox is the area where the fire burns. The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	<i>Homeowner</i> should only use manufacturer recommended paint if choosing to touch up the interior of the firebox for aesthetic reasons.

General Area or System of the Home	Specific Area or System	Problem or Condition	Years Covered	Building Standard or Contractor's Responsibility for Corrective Measure	Homeowner Responsibility
<u>V. Deck</u>	1. Wood or Composite Decking	a. spaces between the deck boards are not uniform	1	At the time of <i>substantial completion of the project</i> , Contractor will <i>repair</i> spaces on neighboring deck boards if the spaces differ in width by more than 3/16", unless otherwise agreed upon by the <i>Homeowner</i> and Contractor.	
		b. deck is out of level	1	A slope of approximately 1/8" per foot is desirable in the perpendicular direction of the deck to shed water and prevent ice buildup. Contractor will <i>repair</i> the deck if at any point the deck surface is more than 1/2" higher or lower than any other deck surface point within 10 feet, or in proportional multiples of the preceding dimensions. Slopes that are incorporated into the design are not covered.	
		c. fastener protrudes from a decking board	1	One time only Contractor will <i>repair</i> fasteners that protrude from the floor of the deck so that the heads are flush or below the surface.	
	2. Wood Decking	a. deck railings have slivers	0	One time only prior to <i>substantial completion of the project</i> , Contractor will <i>repair</i> railings with slivers greater than 1/8" on exposed areas.	Slivers can develop on unprotected wood as it weathers. <i>Homeowner</i> is responsible for repairing slivers after <i>substantial completion of the project</i> .
		b. decking boards, railings or pickets are split, warped or cupped	0	At the time of <i>substantial completion of the project</i> splits, warps, or cups in wood decking boards, railings, or pickets will not exceed the allowances of the lumber grading organization for the wood species. Contractor will <i>repair</i> decking boards, railings or pickets if they do not meet the appropriate minimum grading specifications.	
		c. stained deck has color variations	1	Contractor will <i>repair</i> color variations to stained areas of the deck if they were stained by Contractor and were caused by improper stain application or failure to mix the stain properly. Stain color variations caused by weathering or natural variations in wood are common and are not covered.	
		d. fasteners on a wood deck are bleeding	1	Contractor will <i>repair</i> any stain extending more than 1/2" from a fastener if it is <i>readily visible</i> . Stains caused by natural weathering or semitransparent stain are not covered.	

W. Addendum

This Addendum forms a part of the 2019 BAM Performance Guidelines, Version 2.1 (2019). Acknowledge receipt of this Addendum in the space provided on the bottom of this page.

REVISIONS, ALTERATIONS, DELETIONS, AND REPLACEMENTS, if any:

ATTACHMENTS, if any:

Homeowner: _____
Homeowner: _____
Contractor: Peka Homes, LLC
By: [Signature]
Its: Owner / Contractor

Date: _____
Date: _____
Date: 2-1-22
Date: 2-1-22

Words in *italics* are defined in the “Terminology” section beginning on page 3
Version 2.1 (2019)

**Builders Association of Minnesota
Performance Guidelines, Version 2.1 (2019)**

X. Signature Page

The Builders Association of Minnesota (BAM) developed these Performance Guidelines (*Guidelines*) to help its members comply with Minnesota Statute 326B.809 which requires that:

Before entering into an agreement, the licensee shall provide a prospective customer with written performance guidelines for the services to be performed. Performance guidelines also must be included or incorporated by reference in the agreement. All agreements shall be signed and dated by the licensee and customer.

The Contractor represents that the company listed below is a member in good standing of the Minnesota River Builders, one of BAM's local builders associations. The use of these *Guidelines* by non-members is prohibited. The Contractor also represents that the entire *Guidelines* document as published by BAM has been provided to the customer without being altered in any way except for any revisions or attachments referenced on the previous Addendum page.

We (I) received these Performance Guidelines as part of our Construction Contract or Purchase Agreement.

Signature of Homeowner: _____

Date: _____

Signature of Homeowner: _____

Date: _____

Contractor: Peka Homes, LLC

Date: 2-1-22

By: [Signature]

Date: 2-1-22

Its: Owner / Contractor