

THE PIKE COUNTY BUILDERS' ASSOCIATION

PIKE COUNTY PENNSYLVANIA



**CONTRACTOR QUALITY
COMMITMENT**

**A PROGRAM DEVELOPED EXCLUSIVELY
for
THE MEMBERS OF
THE PIKE COUNTY BUILDERS' ASSOCIATION
and
THE CONSUMERS OF THEIR SERVICES**

Revised October 2005

PIKE COUNTY BUILDERS ASSOCIATION CONTRACTOR QUALITY COMMITMENT STANDARDS

1. PURPOSE OF THESE STANDARDS:

This section establishes the standards by which it will be determined whether the home has a problem, which is covered, by this Agreement and the obligation of the Builder and/or subcontractors to correct any of those defects. Where specific standards and obligations are not set forth the standards shall be the accepted industry practice for workmanship and materials.

2. CONDITIONS APPLICABLE:

The applicability of the Quality Standards within the first year after completion or the issuance of a certificate of occupancy is conditioned upon the fact that the home is constructed in compliance with all local building codes as well as one or more of the following accepted model codes or the Minimum Property Standards of the U.S. Department of Housing and Urban Development:

INTERNATIONAL
RESIDENTIAL CODE
for One and Two-Family
Dwellings

INTERNATIONAL
MECHANICAL CODE
Prescriptive and performance
Related provisions

INTERNATIONAL
PLUMBING CODE
Minimum accepted
Standards

INTERNATIONAL
ENERGY CONSERVATION
CODE
Materials and techniques

INTERNATIONAL
FIRE CODE

Where adopted and referred to in the Model Codes

NATIONAL
ELECTRIC CODE
Electric Code for
One and Two Family
Dwellings

3. ADDITIONAL CONDITIONS

The applicability of these Quality Standards is further conditioned upon the purchaser's proper maintenance of the home to prevent damage due to neglect, abnormal use, or improper maintenance. Mold or mildew caused by water damage due to contractor's faults shall be removed by chemical cleaning or removal of the contaminated material in the area.

MASONRY AND CONCRETE

1. Concrete Foundation Wall Cracks

Shrinkage or settlement cracks are common and should be expected within certain tolerances.

Any cracks greater than 1/8 th inch in width shall be repaired by surface patching or pointing. Builder is not responsible for color variations.

2. Crack in block or veneer 'walls (blocks, bricks and mortar joints)

Settlement cracks are common and should be expected within certain tolerances.

Any cracks greater than 3/8 inch width will be repaired by surface patching or pointing; Builder is not responsible for color variations.

3. Cracks in concrete basement floors

Shrinkage (hairline) cracks are common and should be expected within certain tolerances.

Any cracks greater that 1/4 inch in width or 1/8 inch in vertical displacement shall be repaired by surface patching or other remedies.

4. Vertical or horizontal movement of concrete slabs at joints.

Concrete slabs are engineered to move at expansion and contraction joints.

Builders obligation: None

5. *Cracks in attached garage slab.*

Shrinkage cracks are common and should be expected within certain tolerances.

Cracks exceeding 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired by patching or other remedies.

6. *Concrete, floors in rooms designed/or having pits, depressions or unevenness.*

Slopes purposefully created for drainage are not covered.

If the unevenness exceeds 1/4 inch in a 32 inch measurement, it shall be corrected.

7. *Concrete slab cracks which cause finished floor coverings to rupture.*

The problem shall be corrected so that the defect is not readily noticeable.

8. *Powdering, scaling or pitting of concrete (aggregate showing or loose)*

If the problem is caused by erosion due to salt, chemicals or unusual weather, the Builder is not responsible.

If the deterioration occurs under normal use and conditions, the Builders shall repair it.

9. *Vertical or horizontal separation of stoops away from the house.*

Separation is normal as is minor puddling of rainwater.

Separation of more than 1 inch shall be repaired, as the separation is excessive.

Excessive water puddling shall be screeded to minimize or eliminate puddling.

10. *Cracking, settling or heaving of stoops and steps.*

Stoops and steps should not settle or heave in relation to the house structure. Cracks 1/8 inch in width or greater in the concrete steps is not acceptable. A separation of up to 1/2 inch is permitted where the stoop and steps abut the house or where an expansion strip has been installed

The Builder shall take whatever corrective action is necessary to meet required standards. Where repair is made to the concrete surface, such repair shall match the adjoining surfaces as closely as possible

11. *Separation of brick or masonry edging from concrete slab and step.*

It is common for the joint to crack between concrete and masonry due to dissimilarity of materials.

Cracks in excess of 1/4 inch shall be repaired. Replacement of masonry material, if required, shall match the existing as closely as possible.

12. *Standing water on stoops, steps, porches and attached concrete patios.*

Standing water is a hazard to individuals and/or cause damage to the home. The Builder shall take whatever action is necessary to eliminate standing water.

LOT GRADING AND DRAINAGE

13. *Ground settlement around foundation and utility trenches.*

Ground settlement should not disrupt water drainage from the expected areas in all cases.

The purchaser is responsible for the removal and replacement of shrubs, grass etc.

If the final grading was performed by the Builder, the Builder shall replace shrubs and landscaping and fill in excessively settled areas only once.

14. *Lot drainage not functioning properly.*

After normal rainfall, water should not stand in yard for more than 24 hours nor 48 hours in swales.

No decision regarding coverage will be made while frost or snow or saturation exist on the ground.

The Builder is responsible for establishing the proper grades and swales; after that, the purchaser is responsible for maintaining them.

FOUNDATION WATERPROOFING

15. *Water leaking into basement.*

Dampness of floors and walls is common and not covered by this warranty.

The Builder shall not be responsible if the cause is improper landscaping, maintenance or negligence by the purchaser or other contactors.

Actual leakage of water (actual flow and accumulation) into the basement shall be corrected by the Builder.

CARPENTRY (ROUGH-IN)

16. *Walls, which bulge, bow or are out of plumb.*

All exterior and interior walls have minor differences.

Walls bowing more than 1/4 inch within a 32 inch measurement (floor to ceiling or wall to wall) shall be repaired.

INSULATION

17. *Inadequate insulation.*

This Builder assures that the insulation meets the applicable energy code requirements. If the contract with the Builder provided for additional insulation it is a matter between the purchaser and the Builder and is not covered by this agreement.

Builder shall install sufficient insulation to meet applicable code requirements.

18. *Air infiltration from electrical outlets.*

Electrical connection boxes, which are backed by the exterior wall, may cause air infiltration. This is common in new construction.

Builder shall seal boxes as per International Energy Code.

ROOFING

19. *Roof leaking.*

The roof should not leak and no leaks should arise from flashings, except where snow and ice builds up which is the purchaser's responsibility.

All roof and flashing leaks **not** caused by snow and ice buildup or other neglect by the purchaser shall be repaired. The Builder shall not be responsible for color variations.

20. *Leaks in gutters and downspouts leaders.*

Gutters and leaders should not leak. However, during heavy rains, overflow should be expected. The purchaser is responsible for keeping gutters and leaders open and free from debris.

Builder shall repair so that if free from debris, the standing water depth will not exceed 1 inch.

21. *Insufficient attic or roof ventilation.*

The applicable building codes control. Builder shall correct to meet the applicable code

SIDING AND CAULKING

22. *Faulty workmanship trim.*

Separation between siding, masonry and trim should not exceed 3/8 inch. Siding, trim and masonry should be capable of excluding the elements. Builder shall repair by caulking or other methods.

23. *Leakage of elements through attic louvers, vents. and ridge or soffit vents.*

Separation between siding, masonry and trim should not exceed 3/8 inch Siding trim and masonry should be capable of excluding the elements. Builder shall repair by caulking or other method.

24. *Walls leaks due to caulking shrinkage.*

All caulking shrinks and replacement is a purchaser's maintenance item. All junctions and separations of wall surfaces will be recaulked once to prevent water leakage.

25. *Delamination of siding.*

Purchaser must provide proper maintenance.

Delaminations or joint separations shall be repaired and new areas only shall be repainted. Builder is not responsible for color variations.

26. *Paint or stain peels or fades.*

Some fading is normal and is caused by weathering. Varnish or lacquer on the exterior will deteriorate quickly and is not covered by this warranty.

Mildew and fungus on siding are caused by climactic conditions or nearby bodies of water and are not covered by this standard.

Defective areas shall be corrected and if the deterioration affects 75% of a wall, the entire area shall be refinished. The Builder shall be responsible for only matching color as closely as possible.

27. *Cracks in stucco wall finish*

Cracks in stucco wall finishes are common and should be expected within certain tolerances.

Cracks in excess of 1/8 inch in width shall be repaired once.

CHIMNEYS AND FIREPLACES

28. *Not enough draw or down draft.*

Trees too close to the chimney or high winds can cause down drafts. Some homes are extremely airtight and a window may have to be opened in order to maintain an effective draft. Additional make-up air into the room may be required.

If the problem is caused by improper construction or design, it shall be corrected by the Builder.

29. *Chimney separated from home.*

Some minor separation is normal and should be expected within certain tolerances.

Separation in excess of 1/2 inch in any 10 foot measurement shall be corrected by caulking or other measures.

30. *Cracking of firebrick.*

It is expected that heat will cause cracking.

Builder's obligation: None

31. *Fireplace brick veneer cracking.*

Some cracking is common and should be expected within certain tolerances.

Cracks in brick veneer greater than 1/4 inch in width shall be repaired by pointing or patching.

32. *Creosote or resin build-up or creosote seepage through chimney.*

Creosote seepage is caused by the build up of creosote in the chimney flue, which is the direct result of the materials and manner in which the fireplace or stove is utilized

Burning of non-seasoned wood or improper operation will greatly exacerbate this situation

Chimney flues should be cleaned regularly.

Builder is responsible for the constructing the chimney to meet the code requirements. Since the Builder does not have control of the materials and methods used in operating, he is not responsible for any defects caused by anything other than a code violation in construction or shoddy workmanship.

WINDOWS AND DOORS

33. *Warping of doors-passage and closet.*

Some warping, especially of exterior doors, is normal and is caused by surface temperature changes. Such warping, however; should not cause the doors to become unusable or allow entrance of elements
Warping should not exceed 1/4 inch measured corner to corner diagonally.

Defective doors shall be repaired or replaced and the finish matched as closely as possible.

34. *Excessive opening at the bottom of interior doors.*

Passage doors from room-to-room that have an opening between the bottom of the door and the floor finish material in excess of 1 1/2 inch is a deficiency and shall be corrected by the Builder. Closet doors having an opening in excess of 2 inches are a deficiency.

The Builder shall make necessary adjustments or replace the door to meet required tolerances.

QUALITY COMMITMENT STANDARDS

A. I agree to meet or exceed the standards established in the International Code Council Construction Standards and listed in the Contractor Quality Commitment Standards of this document along with local codes, laws, and ordinances. I also agree to arrange for all permit and/or licensing fees in connection with any project that I am involved with and require these expenditures.

B. I agree to provide a one (1) year written warranty that meets or exceeds the standards that are established in the quality commitment programs.

C. I agree to abide by the findings of the Quality Review Committee and promptly respond to and rectify defects as defined by the codes and standard as stated in paragraphs A and B above.

D. I agree to use written contracts and change orders. All prices and specifications will be described in detail both honestly and accurately.

E. I agree to use only materials equal to or exceeding the quality of those specified in the contract and/or as required by code where the code shall be used as the minimum standard. Any modifications to the materials stated in the contract shall be conveyed to and accepted by the consumer in writing.

F. I agree to maintain a credit rating that is acceptable to my creditors, suppliers and subcontractors, and which conforms to the generally accepted practices within the building industry and as established by the Board of Directors of the Pike County Builders Association.

G. I agree to supply the Pike County Builder's Association with proof of Workmen's Compensation Insurance, if I have any employees. I will also provide proof of Liability Insurance with minimum coverage of \$500,000 per occurrence. I agree to have certificates furnished to the Association as a certificate holder and they shall be named in the caveat to be notified when and/if the policy is cancelled or is no longer valid.

H. I hereby agree to waive any and all claims against the Pennsylvania Builders Association; the Pike County Builders Association; the Quality Review Committee; or any individual that make a report or take action pursuant to the provisions of the Contractor Quality Commitment program as adopted by the Pike County Builders Association.

I. I have read, and agree to abide by, the Code of Ethics and the Contractor Quality Commitment Standards in order to establish and maintain credibility and assure public confidence with members of the Pike County Builder's Association.

Date

Signature

Company

Corporate Seal