

# **BUILDING PERFORMANCE GUIDELINES**

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## **NEW CONSTRUCTION**

Seller/Contractor warrants that all of the materials used in performing the Work will be new unless otherwise specified and that all work will be of good quality and in conformance with applicable building codes and laws. Seller/Contractor will complete the work according to the plans, specifications and other documents that comprise this Contract. Seller/Contractor warrants that the work will be performed as required by Minnesota Statutes Section 327A.01, et. seq. (the Home Construction & Remodeling Warranty).

## **BUILDING PERFORMANCE GUIDELINES**

The Central Minnesota Builders Association (CMBA) hereby establishes the following guidelines for building performance. These are a guide to meet the objectives of the Association and its members and the expectations of the public. These guidelines apply during the first year of ownership, which commences on the date of closing or occupancy, whichever comes first. These guidelines are not transferable to a subsequent owner and only apply to new - never before occupied construction.

### **I. SITE WORK**

#### **A. Site Grading**

Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home. If the Builder has provided final grading; upon request by the Homeowner, Builder shall fill settled areas affecting property drainage. Homeowner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of fill. This does not apply where the Homeowner owned the lot prior to construction.

#### **B. Site Drainage**

The Builder is responsible only for initially establishing the proper grades and swales. The Homeowner is responsible for maintaining such grades and swales once they have been properly established. Builder is not responsible for drainage, grades or swales where Homeowner owned the lot prior to construction.

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The necessary grades and swales shall have been established by the Builder to ensure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated (generally no more than 48 hours). The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated. Snow, ice, thawing, frozen ground and other weather conditions are matters over which the Builder has no control. The Builder cannot be responsible for resulting water problems or flooding. Drainage and/or flooding from adjoining properties are not the Builder's responsibility. In all cases where Builder may be liable, the Builder's

total responsibility shall be limited to the cost to correct or repair. All other claims for damages are waived.

## **II. CONCRETE**

### **A. Cast-In-Place Concrete**

#### **1. Foundation Walls**

Shrinkage cracks are not unusual in concrete foundation walls. The Builder shall repair cracks greater than 1/8 inch in width by surface patching or other methods as required.

#### **2. Basement Floors**

Minor cracks in concrete basement floors are normal. Builder shall repair cracks exceeding 3/16 inch in width or 1/8 inch in vertical displacement by surface patching or other methods as required.

#### **3. Garage Slabs**

Builder shall repair cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement by surface patching or other methods as required.

#### **4. Concrete Floors**

Except for basement floors or where a floor or portion of floor has been designated for specific drainage purposes, concrete floors in rooms © Central Minnesota Builders Association, St. C3loud, MN 1999 - All Rights Reserved. designated for habitability shall not have pits, depressions, or areas of unevenness exceeding 1/4 inch in 32 inches. Builder will correct or repair to meet these specifications.

#### **5. Concrete Floors with Finished Flooring**

Cracks which rupture the finished flooring material shall be repaired. Builder will repair cracks, as necessary, so they are not readily apparent when the finish flooring material is in place. (*See also Building Performance Guideline VII, "Finishes."*)

#### **6. Stoops, Steps or Garage Floors**

Stoops, steps or garage floors shall not settle, heave or separate in excess of one inch from the house structures. Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated. Builder shall take corrective action to meet these guidelines.

#### **7. Other Concrete Work**

Color variation can be expected. Concrete surfaces shall not have over 30 rock pop outs per square yard on an average over the entire surface as per ASTM C33 - 90 Class 4S - standards. Concrete surfaces shall not have scaling which occurs over 50% per concrete panel or over 25% of entire driveway. Builder will take whatever corrective action necessary to repair or replace problem concrete surfaces. Builder is not responsible for deterioration caused by salt, chemicals, fertilizer, mechanical implements and other factors beyond its control.

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## **III. MASONRY**

### **A. Unit Masonry**

#### **1. Basement or Foundation Walls**

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Builder will repair cracks in excess of 1/8 inch by pointing or patching.

#### **2. Masonry Walls or Veneer**

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Builder will repair cracks in excess of 3/8 inch by pointing or patching. Builder will not be responsible for color variation between old and new mortar.

#### **IV. CARPENTRY**

##### **A. Rough Carpentry**

###### **1. Floor Squeaks**

Floor squeaks and loose subfloors are often temporary conditions common to new construction. A squeak-proof floor cannot be guaranteed. Builder will correct the problem only if caused by an underlying construction defect.

###### **2. Evenness of Wood Floors**

Floors shall not have more than 1/4 inch ridge or depression within any 32-inch measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the applicable building code.

Builder will correct or repair to meet these specifications.

###### **3. Bowing of Walls**

All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's

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finished surface. Walls should not bow more than 1/4 inch out of line within any 32-inch horizontal or vertical measurement.

Builder will repair to meet these specifications.

###### **4. Vertical Plumb of Walls**

Walls should not be more than 1/4 inch out of plumb for any 32-inch vertical measurement. Builder will repair to meet this specification.

##### **B. Interior Finish Carpentry**

Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch width.

Builder will repair defective joints, as defined. Caulking is acceptable.

##### **C. Exterior Finish Carpentry**

Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

Builder will repair open joints, as defined. Caulking is acceptable.

#### **V. THERMAL AND MOISTURE PROTECTION**

##### **A. Waterproofing**

Leaks resulting in actual trickling of water shall be repaired. Dampness of the walls or floor may occur in new construction and is not considered a deficiency. Builder will take such action as necessary to correct basement leaks except where the cause is determined to result from Homeowner action or negligence. Builder is not responsible for leaks caused by improper landscaping or failure to maintain proper grades. Builder is not responsible for water leaks or damage where the Homeowner owned the lot prior to construction.

##### **B. Insulation**

Insulation shall be installed in accordance with applicable energy and building

code requirements. Builder will install insulation in sufficient amounts to meet these guidelines. © Central Minnesota Builders Association, St. Cloud, MN 1999 - All Rights Reserved.

### **C. Louvers and Vents**

Builder must provide attic vents and/or louvers for proper ventilation of the attic space of the structure.

### **D. Roofing and Siding**

#### **1. Roof or Flashing Leaks**

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Homeowner action or negligence. Builder will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

#### **2. Standing Water on Flat Roof**

Water shall drain from a flat roof except for minor ponding immediately following rainfall or when the roof is specifically designated for water retention. Builder will take corrective action to assure proper drainage of roof.

#### **3. Siding**

All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced. Builder will repair or replace siding as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Homeowner can expect that the newly painted surface may not match original surface in color.

### **E. Gutters**

#### **1. Gutters and Downspouts**

Gutters and downspouts shall not leak, but gutter may overflow during heavy rains.

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Builder will repair leaks. It is a Homeowner's responsibility to keep gutters and downspouts free of leaves and debris which could cause overflow.

#### **2. Water Standing in Gutters**

When gutter is unobstructed by debris, the water level shall not exceed one

(1) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of the gutter immediately after a rain. Builder will correct to meet these guidelines.

### **F. Sealants**

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water. Builder will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time only. Even properly installed caulking will shrink and must be maintained during the life of the home by the Homeowner.

## **VI. DOORS AND WINDOWS**

### **A. Doors**

#### **1. Warpage of Exterior Doors**

Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch,

measured diagonally from corner to corner). Builder will correct or replace and refinish defective doors.

## **2. Warpage of Interior Passage and Closet Doors**

Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measure diagonally from corner to corner).

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Builder will correct or replace and refinish defective doors to match existing doors as nearly as possible.

## **3. Shrinkage of Insert Panels**

Panels will shrink and expand and may expose unpainted surface. Builders are not responsible for this exposure.

## **4. Split in Door Panel**

Split panels shall not allow light to be visible through the door. Builder will, if light is visible, fill the split and match paint or stain as closely as possible.

## **5. Garage Doors**

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

## **B. Glass**

### **1. Broken Glass**

Broken glass not reported to the Builder prior to closing is the Homeowner's responsibility. Builder shall replace all broken glass, if given proper notice.

## **C. Windows**

### **1. Operation of Windows**

Windows shall operate with reasonable ease, as designed. Builder will correct or repair as required.

### **2. Condensation on Windows**

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. © Central Minnesota Builders Association, St. Cloud, MN 1999 - All Rights Reserved. Condensation is usually the result of climatic or humidity conditions created by the Homeowner. Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action required.

## **D. Weather-stripping and Seals**

Some air infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Homeowner to have storm doors and windows installed to provide satisfactory solutions in high wind areas. Builder will adjust or correct poorly fitted doors, windows and poorly fitted weather-stripping.

## **VII. FINISHES**

### **A. Lath and Plaster**

Hairline cracks are not unusual in interior walls and ceiling surfaces. Builder will repair, by surface patching or such other methods as required, cracks exceeding 1/8 inch in width as required one time only. Builder will only paint the repaired area. The Homeowner should expect that a newly painted surface may not match the original and/or surrounding surface color.

### **B. Gypsum Wallboard**

Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8

inch in width are common in gypsum wallboard installations and are considered acceptable. Builder will only repair defects exceeding 1/8 inch in width, by surface patching or such other methods required one time only. Builder will only paint the repaired area. The Homeowner should expect that a newly painted surface may not match the original and/or surrounding surface color.

### **C. Ceramic Tile**

Ceramic tile shall not crack or become loose. © Central Minnesota Builders Association, St. Cloud, MN 1999 - All Rights Reserved. Builder will replace cracked tiles and re-secure loose tiles unless the defects were caused by the Homeowner's action or negligence. Builder will not be responsible for discontinued patterns or color variations in ceramic tile. Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions. Builder will repair grouting, if necessary, one time only. Builder will not be responsible for color variations or discontinued colored grout. Re-grouting of these cracks is a maintenance responsibility of the Homeowner during the life of the home.

### **D. Finished Wood Flooring**

Builder will repair cracks in excess of 1/8 inch by filling or replacing, at Builder's option. Builder will only stain and finish the repaired area. The Homeowner should expect that a newly stained and finished surface may not match the original and/or surrounding surface color.

### **E. Flooring**

#### **1. Nail Pops on Surface of Flooring**

Builder will correct nail pops which have broken the surface. Builder will repair or replace, at Builder's sole option, floor covering in the affected area with similar material. Builder will not be responsible for discontinued patterns or color variations in the floor covering.

#### **2. Depressions or Ridges in Flooring Due to Subfloor Irregularities**

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor. Builder will take corrective action as necessary, to bring the defect within acceptable tolerance so that the affected area is not readily visible. Builder will not be responsible for discontinued patterns or color variations in floor covering.

#### **3. Adhesion of Flooring**

Flooring shall not lift, bubble or become unglued.

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Builder will repair or replace, at Builder's sole option, the affected floor as required. Builder will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by Homeowner's neglect or abuse.

#### **4. Gaps or Seams at Joints**

Gaps shall not exceed 1/16 inch in width in floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible. Builder will repair or replace, at Builder's sole option, the affected flooring as required. Builder will not be responsible for discontinued patterns or color variation of floor coverings, or for problems caused by ordinary wear and tear or by Homeowner's neglect or abuse.

### **F. Painting**

#### **1. Peeling or Fading of Exterior Paint**

Exterior paints or stains should not fail during the first year. However,

fading is normal and the degree of fading is dependent on climatic conditions. If the Builder determines that the paint or stain is defective, Builder will properly prepare and refinish affected areas, matching color as closely as possible. Where in the sole opinion of the Builder, the finish deterioration affects the majority of a wall area, the whole area will be refinished.

## **2. Painting Required Because of Repair Work**

Repairs that are required under these Building Performance Guidelines shall be finished to match surrounding areas as closely as practicable. Repaired area may not match in color or texture.

## **3. Deterioration of Varnish or Lacquer Finishes**

Natural finishes on interior woodwork shall not deteriorate for twelve months after application. However, varnish type finishes used on the exterior will deteriorate rapidly and are not the Builder's responsibility. Builder will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible, one time only.

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## **4. Mildew or Fungus on Painted Surfaces**

Mildew or fungus will form on painted surfaces if the structure is subject to abnormal weather or climatic exposures (i.e. rainfall, lake or river front). Mildew or fungus formation is a condition that the Builder cannot control and is a Homeowner maintenance item, unless it is a result of noncompliance with other sections of these Building Performance Guidelines.

## **5. Natural Variation in Wood**

Wood is a natural product. Color variations and imperfections are normal. Builder is not responsible for color variation and imperfections.

## **G. Wall Covering**

Peeling of wall covering shall not occur. Builder will repair or replace defective wall covering applications. Builder will not be responsible for discontinued patterns or for problems caused by ordinary wear or by Homeowner's neglect or abuse.

## **H. Carpeting**

### **1. Open Carpet Seams**

Carpet seams will show. However, no visible gap is acceptable and the Builder will correct the problem if the original installation was performed by the Builder.

### **2. Stretching or Separation of Seams**

Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly, shall not come up, become loose or separate from its point of attachment. Builder will re-stretch or re-secure carpeting as needed, if the original installation was performed by Builder and only if the Homeowner has not caused the problem with the carpet.

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## **I. Exterior Stucco Wall Surfaces**

Cracks are not unusual in exterior stucco wall surfaces. However, Builder shall repair cracks greater than 1/8 inch in width.

## **VIII. SPECIALTIES**

### **A. Louvers and Vents**

Attic and crawl spaces shall be vented as required by the approved building code. The Builder shall provide for adequate ventilation but will not be responsible for alterations to the original system.

### **B. Fireplaces**

#### **1. Draft**

A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. It is the Homeowners responsibility to maintain a positive draft while operating a fireplace. Some homes may need to have windows opened slightly to create an effective draft, if the home has been insulated and weatherproofed to meet high-energy conservation criteria. Builder will determine if there is a malfunction and correct it if the problem is one of design or construction of the fireplace.

## **2. Chimney Separation From Structure to Which it is Attached**

Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10-foot vertical measurement. Builder will determine the cause of separation and correct if guideline is not met. Caulking is acceptable.

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## **IX. COUNTERTOPS AND CABINETS**

### **A. Countertop Lamination**

Countertops fabricated with high pressure laminate coverings shall not delaminate. Builder will replace delaminated coverings to meet specific criteria. Builder will be responsible for chips and cracks only if noted before first occupancy.

### **B. Kitchen Cabinets**

Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer front in closed position. Builder will correct or replace doors or drawer fronts.

### **C. Cabinets, Ceiling or Wall Gaps**

Gaps between cabinets, ceiling or walls shall not exceed 1/4 inch in width. Builder will correct to meet this specification.

## **X. PLUMBING**

### **A. Water Supply System**

Builder will repair water supply system if failure is the result of defective workmanship or materials. If conditions beyond Builder's control disrupt or eliminate the sources of the supply, the Builder has no responsibility. Builder will correct drain, waste, vent and water pipes if failure is the result of defective workmanship or materials. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures.

### **B. Plumbing System**

#### **1. Leaks**

No valve or faucet shall leak due to defects in workmanship and materials. Builder will repair or replace the leaking faucet or valve.

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#### **2. Defective Plumbing Fixtures, Appliances or Trim Fittings**

Fixtures, appliances or fittings shall comply with their manufacturer's standards. Builder will replace any defective fixture or fitting which does not meet acceptable standards as defined by the manufacturer.

#### **3. Noisy Water Pipes**

There will be some noise emitting from the water pipe system due to the flow of water.

#### **4. Cracking or Chipping of Porcelain or Fiberglass Surfaces**



Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when the surface is hit with sharp or heavy objects. Builder will not be responsible for repairs unless damage has been reported to Builder prior to first occupancy.

### **C. Septic Tank System**

Septic system shall be designed and installed to comply with applicable requirements. Once system is approved by inspectors, Builder has no further liability.

### **D. Piping**

#### **1. Leaks**

No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage and is not covered. Builder will make repairs to eliminate leakage if leakage is not caused by Homeowner; where Homeowner's negligence is shown to be the cause, the Homeowner shall assume all repair costs.

#### **2. Stopped Up Sewers, Fixtures and Drains**

Sewers, fixtures and drains shall operate properly.

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Builder will not be responsible for sewers, fixtures and drains which are clogged through the Homeowner's negligence. If a problem occurs, the Homeowner should consult Builder for a proper course of action. Where defective construction is shown to be the cause, Builder will assume the cost of the repair; where Homeowner's negligence is shown to be the cause, the Homeowner shall assume all repair costs.

#### **3. Refrigerant Lines**

Refrigerant lines shall not develop leaks during normal operation. Builder will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Homeowner.

## **XI. HEATING AND COOLING**

### **A. Heating**

Heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of five feet above the floor, under local outdoor winter design conditions as specified in the ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted. Builder will correct heating system to provide the required temperatures. However, the Homeowner shall be responsible for balancing dampers, registers and other minor adjustments.

### **B. Refrigeration**

Where air-conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of five feet above the floor, under local outdoor summer design conditions as specified in the ASHRAE handbook. In the case of outside temperatures exceeding 95 degrees F, a differential of 15 degrees F from the outside temperature will be maintained. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted. Builder will correct cooling system to meet temperature conditions, in accordance with specifications.

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### **C. Condensation Lines**

Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. Builder shall provide unobstructed condensation lines at time of first occupancy.

### **D. Evaporative Cooling**

Equipment shall function properly at temperature set. Builder will correct and adjust so that blower and water system operate as designed.

## **XII. VENTILATION**

### **A. Ductwork**

When metal is heated it expands and when cooled it contracts. The result is “ticking” or “cracking” which is generally to be expected.

## **XIII. ELECTRICAL**

### **A. Outlets, Switches and Fixtures**

#### **1. Drafts from Electrical Outlets**

Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room.

#### **2. Malfunction of Electrical Outlets, Switches or Fixtures**

All switches, fixtures and outlets shall operate as intended. Builder will repair or replace defective switches, fixtures and outlets.

### **B. Ground Fault Interrupter**

Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Builder shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

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### **C. Wiring**

Wiring should be capable of carrying the designated load for normal residential use. Builder will check wiring for conformity with local, state or approved national electrical code requirements. Builder will repair wiring not conforming to code specifications.

## **XIV. LIMITATIONS**

A. Whenever these guidelines require that the Builder repair, patch, correct, replace, install, refinish, paint, stain, caulk, fill, match, adjust or in any other way correct any work, the work shall be done in the manner determined solely by the Builder to best remedy the problem.

B. Anytime corrective work involves painting, staining, finishing or otherwise working with colored material, Homeowner should expect that the new surface may not match the original and/or surrounding surfaces.