



THE JOURNAL OF LIGHT CONSTRUCTION

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JLC'S

Letters

Implied Warranties Vary State to State

To the Editor:

In the article "Careful Contracts Win Good Customers" (*Strictly Business*, 4/94), the author states that she warrants her work for one year from the certificate of occupancy. Note that not all states allow contractors to warranty items for only one year. For instance, in New York, where I work, the implied warranty law states that for six years builders must warrant that their homes will be free from major structural defects.

Our warranty page identifies the state's warranty provisions but also adds limitations applying to manufacturers' warranties, the clients' own sublets, and nonpayment.

Also, we add one more item: "OCCUPANCY: The owner shall not occupy the building, whether certificate of occupancy has been obtained or not, until punchlists are signed as completed, and payment has been made in full." People get so excited, they move in during a weekend. We don't find out about it until we arrive Monday morning and are greeted by an outstretched arm with a steaming cup of coffee. While I love coffee, the extra cleanup and conversation prevent us from finishing without extra cost.

David Mills
 Stone Ridge, N.Y.

Denise D. Baer responds:

I agree: Not all states allow contractors to warrant items for only one year. That's why I stated earlier in the article that laws do vary from state to state, and though our contract suits our needs in Pennsylvania, it may not work for contractors in other states — or, for that matter, for those who conduct business differently from us.

The message I hope readers will take from the article is "Consult with an

attorney." This is the single most important thing you can do to protect yourself and your business. Skimping on attorney fees when constructing a contract is being "penny wise and pound foolish." The contractor who isn't willing to invest in a good contract might as well just throw all his or her money right out the window.

Regarding your comments about occupancy: Because we are a renovation business, many of our clients are actually living in the house while we are doing the work. We don't have the luxury of preventing them from moving in before final payment. That's precisely why we have very firm contract language covering payment terms and the consequences for withholding payments.

And, I might add, we gladly paid a good attorney to come up with that language.

Utility Program Ensures Good Energy Performance

To the Editor:

We wish to make a statement in regard to the article "Two-Part Foam Claims High Performance" (*Notebook*, 3/97). This article states that new homes built to Super Good Cents standards could not be heated above 40°F under severe winter conditions. The Montana utility companies participating in the Super Good Cents program believe that statement is misleading. We agree some conventional homes do have problems during severe Montana

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winters. However, to the best of our knowledge, the condition as described does not exist in any certified Super Good Cents home in Montana.

Simply claiming a home is built to the Super Good Cents standards is not the same as a utility-certified SGC home. A certified SGC home would have utility assistance to diagnose and correct any energy deficiency, comfort, or air-quality problem. SGC utilities can perform blower door tests, infrared investigations, flow-hood measurements, and duct diagnostics as problem-solving and quality-assurance measures.

Paul Tschida
Montana Dept. of
Environmental Quality
Helena, Mont.

Small Omissions Lead to Big Problems

To the Editor:

As a private home inspector, I have to agree with the opinions of roofing consultant Chuck Osterman and senate

staffer Alan Gordon ("California Condo Lawsuits," *Notebook*, 4/97): The problem is shoddy construction. Condos have more than their fair share, as the construction is quick, cheap, and repetitive — instead of having one problem in one house, you have the same problem in one hundred condos.

I visit a different new or existing home every day and see a new method of improper construction on every home. It tends to be the little details, such as flashing, caulking, nailing, roof felt, and painting, that cause the major problems. The worst areas are roofs, exterior wall coverings, and tile showers. If builders and subs would only read the installation instructions that come with a product, realize that caulking and flashing are recommended for a reason, and follow those instructions, many problems and lawsuits could be avoided.

The lack of code inspections is also a major problem in our area. The code inspectors are overworked and are directed to do "selective" enforcement. In our area, no inspections are per-

formed on roof or wall coverings. Guess where we find most of our problems?

I and other home inspectors in my area try to give friendly advice to the builders, but some of them tend to think we are nothing but troublemakers. What they don't understand is that home inspectors see homes of all types at all ages, and as such we tend to know what is going to happen to that bad stucco job or that improper roof after three years, five years, twenty years, and so forth. In medical terms, the builders and code inspectors are the obstetricians and pediatricians; we do the autopsies!

J. Pete Powell, Inspector
Jacksonville, Fla.

KEEP 'EM COMING! Letters must be signed and include the writer's address. *The Journal of Light Construction* reserves the right to edit for grammar, length, and clarity. Mail letters to *JLC*, RR 2, Box 146, Richmond, VT 05477; or e-mail to 76176.2053@compuserve.com.

