

## **Contractor Workmanship and Warranty Statement**

### **STANDARDS FOR MATERIALS INSTALLATION & WORKMANSHIP**

(a) Unless otherwise specifically provided in the Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition. (b) Unless specifically approved by the Healthy Generations Weatherization Official (or his authorized representative) or required by the Contract, the Contractor shall not incorporate into the Work any materials containing asbestos or any material known by the industry to be hazardous to the health of building construction workers, maintenance workers, or occupants. If the Contractor becomes aware that a material required by the Contract contains asbestos or other hazardous materials, he shall notify the Healthy Generations and shall take no further steps to acquire or install any such material without first obtaining Healthy Generations approval. (c) All workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by craftsmen or tradesmen skilled in the particular task or activity to which they are assigned. In the acceptance or rejection of Work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Healthy Generations Weatherization Official (or his authorized representative), or (other inspecting authorities) shall be removed and replaced at Contractor's expense such that the Work conforms to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Healthy Generations Weatherization Official (or his authorized representative) or other inspecting authority, as applicable. (d) Under the various sections of the plans or specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the plans or specifications, in which case the Healthy Generations Weatherization Official (or his authorized representative) will be notified for an interpretation and decision. (e) Under the various sections of the plans or specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the Codes and Standards of the NREL United States Department of Energy Weatherization Standards, National Fire Protection Association (NFPA), National Electric Code (NEC), Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by his trade. (f) Where the manufacturer's printed instructions are not available for installation of specific items, where specific codes or standards are not referenced to govern the installation or specific items, or where there is uncertainty on the part of the Contractor concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Healthy Generations Weatherization Official (or his authorized representative) for approval of the installation procedures or the specific standards governing the quality of workmanship the Contractor proposes to follow or maintain during the installation of the items in question. If required by the Contract Documents, the Contractor shall furnish prior to final inspection the manufacturers' certificates evidencing that products meet or exceed applicable performance, warranty and other requirements, and certificates that products have been properly installed and tested.

## **WARRANTY OF MATERIALS AND WORKMANSHIP**

(a) The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades. (b) Work not conforming to these warranties shall be considered defective. (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in the Contract or under Virginia law. Contractor shall provide Healthy Generations a letter of warranty at time of job completion for a mutual agreed duration.

The violation of any provision of this workmanship and warranty statement can result in the immediate termination of your weatherization contraction and could result is legal action on behalf of Healthy Generations if not corrected in an expeditious manner.

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Signed by Owner/Responsible Management | Date

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Signed by Healthy Generations Agency Official | Weatherization | Date