

## Foundation Warranty

Ron Miedema Concrete Contractor (RMCC) has been pouring foundation walls in West Michigan since 1962. We aim to provide workmanship and a product that meets or exceeds all state guidelines and West Michigan industry standards. We work with only reputable contractors and suppliers.

### The What & How of Our Warranty

We warranty our workmanship, quality of materials, and proper installation. Our work will be free of structural defects and will be performed in accordance with the specifications given to us through plans and written specifications, including documented timely change orders. Our warranty covers workmanship, materials, and installation for One Year from the installation date. If a crack develops that exceeds 1/4" in width and 1/4" in displacement and is not caused by improper bracing, improper backfilling procedures, or unstable soil (low compaction rating or frost heave), then it is a warrantable repair. Any warrantable repair shall be performed at no cost to the builder or homeowner, provided RMCC is notified when the defect is identified.

We provide our vendor's warranty against leaking. Our foundation walls shall be free of leaks provided the builder or homeowner follows the guidelines for bracing and backfilling the foundation and provided we have supplied the wall coating. (If your vendor has provided wall coating, contact that vendor for wall crack repairs.)

All warranty claims must be reported to RMCC within one year from the date the concrete was placed. We will investigate to determine the cause of the failure. Repair will follow in a timely fashion. **The initial installation must be paid for in full, and a Dispute Resolution Agreement must be signed before warranty issues are resolved.**

The repair method shall be solely at the discretion of RMCC and shall be completed per the industry's standard practices.

### Dispute Resolution

If a disagreement cannot be resolved after significant attempts between RMCC and the Builder or Homeowner, RMCC shall contract with a third-party Mediator to resolve it. Costs related to Mediation shall be equally divided between RMCC and the Builder or Homeowner. It is understood that the Mediated ruling is binding and replaces the right to litigation, a jury trial, and the right to participate in a class action or similar proceedings.

### Items Not Covered by Warranty

Conditions that are not covered by our warranty are as follows:

1. Minor cracking that is determined to be the natural result of shrinkage, settling, and curing of concrete.
2. Minor cosmetic or surface imperfections such as surface air voids, discolorations from wear and tear, discolorations from tie holes, pop-outs, and related imperfections associated with the normal concrete aging process.
3. Damage caused by other trades, such as improper landscape drainage, stopped-up drain tile, or excessive humidity.

RMCC can estimate the cost and is willing to repair all non-warranty items.

### Annual Maintenance

Foundation walls generally require no maintenance. However, RMCC recommends that the drainage system (if part of your foundation system) be inspected annually to ensure no blockage. Note: In some foundation applications, the drainage system is the only means of keeping water out of the basement. In this case, a battery backup or generator is recommended to run the sump pump during a power outage.

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DATE \_\_\_\_\_