

# 1865 Pine Ridge ~ Jenison, MI 49428

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## **Foundation Warranty**

Ron Miedema Concrete Contractor (RMCC) has been pouring foundation walls in the West Michigan community since 1962. We always try 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 shall 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 date of installation. If a crack develops that exceeds <sup>1</sup>/<sub>4</sub>" in width and <sup>1</sup>/<sub>4</sub>"in displacement and is not caused by improper bracing or 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 at the time 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 wall coating has been provided by your vendor you should contact that vendor for wall crack repairs)

(Insert the details of Geo Damp warranty)

All warranty claims must be reported to RMCC within one year from the date the concrete was placed. We will conduct an investigation to determine the cause of 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 will be resolved.

The method of repair shall be solely at the discretion of RMCC and shall be completed in accordance with the standard practices in the industry.

#### **Dispute Resolution**

Should a disagreement occur which cannot be resolved after serious attempts between RMCC and Builder or Homeowner it is agreed that RMCC will contract with a third-party Mediator to resolve said disagreement. Costs related to Mediation shall be equally divided between RMCC and 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 perform the repair of all non warranty items.

### **Annual Maintenance**

The foundation walls generally require no maintenance. However, it is recommended that the drainage system (if a part of your foundation system) should be inspected annually to assure there is 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 in the event of a power outage.

Initial Here Date