



CMH Concrete Pumping Inc.

## Warranty Terms & Conditions – Helical Piers

**IMPORTANT:** Please take time to carefully read the terms and conditions below as they pertain to the installation of your helical piers. We want you to be fully informed about your investment in this structural work. Do not hesitate to ask your CMH Rep any questions about these terms prior to signing this form.

**1. WARRANTY:** Helical/Push pier installations come with a lifetime transferrable warranty against further vertical movement in the areas where the piers were installed. We always recommend piercing the entire structure. We are not responsible for movement in the areas where we did not do work.

- We are not responsible for any interior/exterior concrete slab movement.
- We do not guarantee lift when stabilizing structures but attempting to lift or adjust the foundation can be done at the discretion of the customer and engineer.
- We can't guarantee the straightening of doors/windows and we can't guarantee all cracks will close.
- We are not responsible for any cosmetic damages that occur to the home during a lifting/lowering process. In rare cases, light drywall cracks can happen when stabilizing the foundation. We are not responsible for those cracks.
- It is always recommended to have a third-party engineering design and inspect the work that is being done.

**2. SCHEDULE OF WORK:** Dispatch will schedule the Client's installation following the receipt of their signed agreement, which includes the statement of work, and the 50% deposit for the project. Virtually all residential projects require a 50% deposit to secure a confirmed start date. Larger commercial projects in excess of \$30,000 are eligible for scheduling with a 30% mobilization deposit.

**3. TERMS:** Following the 50% project deposit, the Client shall pay the balance upon project completion. This is defined as when the piers are installed. Acceptable forms of payment include: personal check, cashier's check, USPS or bank money order. If Client payment is 30 days or more late, then the CMH warranty is voided and an 18% per annum interest charge is added to the balance. Non-payment of the final balance beyond two months will result in a workman's lien filed with the county clerk's office per Colorado Statute C.R.S. §38-22-109(1). The Client is responsible for any legal or collection fees incurred in collecting final payment.

**4. CHANGE ORDERS:** It is not uncommon for the Client to want to modify the original scope of work after a project is underway. CMH requires a Client signed approval for any changes made so there is clarity on what is to change and the cost associated with the change. This documents the project change and the costs incurred for the change. It also supports any schedule changes or extensions created by the project change. Payment for the change order is required at the time of the signed change order, or, CMH may at its sole discretion allow the change order cost to be applied to the final payment.

**5. LIMITS OF LIABILITY:** CMH does not carry an electrician, plumber, or HVAC license and assumes no liability for this type of work. Therefore, any project requiring these elements will be subcontracted by CMH to qualified licensed tradesmen, or are the sole responsibility of the Client. CMH is not a landscaping or irrigation company, and assumes no liability or responsibility for any damage done to these systems during excavation or preparation work for the Client's helical pier project. However, CMH is responsible for calling locator services, like 811, to identify and mark any underground utilities like: electric, gas, water, cable, telephone, or fiber prior to excavating soil for the Client's project. If Client's project includes excavation, CMH is not responsible for landscaping, vegetation, grass, arbor, or decorative landscape design. Client should arrange with qualified landscape professionals to manage post construction distress to the affected areas. Following construction, CMH will backfill the construction site, but this does not include any landscaping or 'finish' work to the soil, grass, or vegetation.

CMH Concrete Pumping Inc.  
**Warranty Terms & Conditions – Helical Piers**  
(Continued)

**6. PERMITS & HOA APPROVALS:** Client is responsible for securing Home Owner’s Association (HOA) approvals if project property is within an HOA jurisdiction. CMH will secure a building permit for structural work within the project scope. For more substantial projects such as basement excavations, construction of foundations or retaining walls, CMH will secure the necessary building permits, unless there is a general contractor overseeing the total project, in which case CMH will work under their permit. Please note that building and zoning permits may take weeks or months to secure from municipal and county building authorities. This is beyond the control of CMH and the Client. Please factor permit delays in your project schedule since work on structural projects cannot commence without a building permit. Recent changes in local building codes may affect Client projects if they involve exterior modifications, such as walk out basements where setback boundaries require verification. These changes may include the requirement of an ISP (improvement survey plat) by a qualified surveyor.

**7. HISTORIC DESIGNATIONS:** If Client projects involve work on a historic structure, it is the Client’s responsibility to contact historic preservation authorities within their jurisdiction to determine any limitations imposed on making improvements to the Client’s property. CMH requires structural engineering drawings on any foundation or structural project, but it is particularly important when the property is considered historically significant.

\_\_\_\_\_  
CLIENT: Print Name

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
CLIENT: Signature

