



CMH Concrete Pumping Inc. Warranty Terms & Conditions - New Concrete

IMPORTANT: Please take time to carefully read the terms and conditions below as they pertain to your concrete work. We want you to be fully informed about your investment in concrete work and to understand the potential risks and limitations of your new concrete. Do not hesitate to ask your CMH Rep any questions about these terms prior to signing this form.

1. CONCRETE MATERIALS DISCLOSURE: CMH Concrete Pumping Inc. which will hereinafter be referred to as CMH, will install the following concrete mixture, unless otherwise indicated on your Statement of Work, a 4000-psi quality mixture of concrete. Unless otherwise indicated, we will include steel wire mesh reinforcement in all flatwork. In certain commercial instances we will use steel rebar suitable for the slab being poured. All foundations and retaining walls will use the same 4000-psi mixture and will include steel rebar as indicated in the building plans or required by the structural engineer.

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 \$100,000 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 concrete is delivered, poured, and finished. Or, in the case of excavation or other structural work, upon substantial completion of the project. There is an allowance of one day following the installation of concrete, for CMH to remove the forms and clean up the job site. Acceptable forms of payment include: personal check, cashier's check, USPS or bank money order, or credit cards which have a 2.9% bank processing fee. Cards accepted include: American Express, VISA, MasterCard, and Discover. If the 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 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 concrete 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. Concrete Surface Issues: Client acknowledges and understands that concrete will crack. Hairline cracks are very common within a week of the concrete pour. For cracks that are ½ inch or larger CMH will provide repairs to the affected area using caulking or masonry repair materials. CMH is not liable for any cracks or spalling issues that occur with top coats or "caps" over existing concrete surfaces. CMH is not liable for any surface flaking, spalling or 'popping' sections. This does not affect the structural integrity of your slab. However, if more than 20% of the surface area is flaking then CMH may at their sole discretion, replace those effected sections only. Concrete Coloring: Newly poured concrete color or tone will not match existing concrete slabs and CMH is not liable for this cosmetic issue. The color of cement will vary by batch with each pour. The contrast in color will fade with time as the concrete cures and ages.

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 City Right of Way permit if a city sidewalk is within the project scope, including cases where there is a 'curb cut' to the city street or highway. 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.

8. WARRANTY: CMH provides a one-year limited warranty on all workmanship from the date of installation. CMH shall complete all work outlined in the statement of work according to industry standard practice. CMH works closely with “redimix” concrete suppliers to ensure that the materials used for your project meet the necessary quality standards. On commercial projects, CMH can include, for an additional fee, concrete testing to validate all quality specifications. CMH endeavors to provide you with the best possible outcome when pouring concrete for your project. That said, Client acknowledges and understands that concrete as a building material is not perfect and there will be imperfections and cosmetic flaws in any concrete slab. Unlike tile or other refined finishes, concrete as a building material, utilizes cement, sand, and other additives to give it strength and durability. With this construction mix, there will be minor cracking, cosmetic color variations, and other subtle flaws. However, if there are cracks, either vertical or horizontal within the first year, that are in excess of ½ inch deep and wide, then this may be considered a warranty issue and Client should contact CMH immediately for inspection. If CMH deems that this exceeds industry standards and limitations, CMH at its sole discretion may repair or replace affected areas to address the issue. These repairs will address the structural issue (cracking in excess of ½ inch), but not the cosmetic appearance. The repair is focused on the structural integrity of the material. No warranty is in effect or applied for cosmetic appearance of the material. Please note that this warranty does not apply to caps or pour over concrete on top of an existing slab. This is not covered by warranty because it is not possible to prevent reflective cracking from underlying slabs.

If Client concrete installation involved colors, stamped, or surface sealers, CMH provides a one-year limited warranty for all interior applications. But these surfaces require ongoing maintenance to retain aesthetic colors and patterns. This is beyond the control of CMH and is the responsibility of the Client. CMH cannot warrant the safety of smooth finish surfaces because they are slippery when wet. Client acknowledges and accepts liability for these finishes and for maintaining them. CMH does not warrant exterior surface stains or sealers because of the extreme weather conditions in Colorado. Damage, heaving, and cracking of new concrete is beyond the control of CMH and not covered by this warranty, including, but are not limited to: driving or parking heavy trucks or equipment on slabs not designed for it, deicers and chemicals that damage concrete surfaces, normal wear and tear usage of the slab, use of the new concrete before it is fully cured, misuse of concrete surfaces that involve machinery, construction activity, rocks and abrasives on the surface, ground settlement, severe weather conditions including but not limited to hail, heaving from severe frost-thaw cycles / severe winter freeze events, heaving and cracking from tree roots, and accidents impacting the surface of the slab. Settling cracks due to sub grade soil content does not indicate substandard workmanship. CMH may use road base if needed, to minimize cracking and settling when installing new concrete, but cannot control long-term settling issues from soil issues that are common in Colorado.

CLIENT: Print Name

DATE:

CLIENT: Signature



TAKING CARE OF YOUR NEW CONCRETE

- A. TIME TO CURE: Your new concrete needs time to settle in and cure. Avoid walking on it for 24-36 hours. Keep vehicles off your new driveway for 7 to 9 days. The weight of cars and trucks weakens and negatively impacts the underlying structure of the concrete until the internal curing process is complete.
- B. DEICERS, SALTS, & ACIDIC CHEMICALS: During the winter months never put deicing chemicals or salts on your concrete slab. They may be safe for your pets, but they are destructive to the surface layer of your concrete and will break it down and cause flaking. By the way, pet urine is also very acidic and can damage your slab. Don’t eat yellow snow and wash off yellow spots on your driveway whenever you spot them! After driving on winter roads your vehicle brings salt and chemicals home to your driveway. Remove these chunks of toxic road ice and wash off your drive as soon as possible. Even better to hit the car wash when possible before coming home.

- C. WHAT LIES BENEATH: If you have sprinkler heads near your new driveway, ensure that they are not leaking and getting water under your slab. This may cause the slab to crack as soil underneath softens and erodes.