

Warranties

1. The Contractor provides a one-year limited warranty on construction defects related to installation within the first year after substantial completion of the project.
 - Substantial completion is achieved when the Client can take possession and use the structure for its intended purpose.
2. The warranty does not cover damages resulting from misuse, neglect, or modifications made by the Client or third parties.
3. The Contractor is not responsible for damage caused to completed work by other contractors, subcontractors, other third parties, or heavy equipment. This includes but is not limited to damage from heavy vehicles driven on sidewalks or driveways, improper handling of the foundation, or lack of proper care during continued construction.
4. Scope of Limited Warranty: The limited warranty only covers defects that compromise the structural integrity of the concrete. Warranty does not cover visual defects due to standard appearance variations, controlled cracking, or shrinkage defects. The Contractor uses the appearance requirements provided by the American Society of Concrete Contractors (www.ascconline.org) as guidance for what is considered standard appearance variations. These variations include, but are not limited to:
 1. **Trowel Marks on Concrete Floors (ASCC Position Statement #4):** "A trowel pattern is not considered to be a surface defect and will not be removed from concrete floors. If trowel patterns are unacceptable, the [Client] must make specific requirements in the specification."
 2. **Specifications for Crack Repair (ASCC Position Statement #5):** "The current provisions for spacing [0.016 inches crack width] are intended to limit surface cracks to a width that is generally acceptable in practice but may vary widely in a given structure ... contractors can develop crack-control measures, but contractors are not responsible for, nor can they estimate, the amount of cracking that may occur as a result of design decisions."
 3. **Birdbaths on Concrete Slabs (ASCC Position Statement #7):** "Birdbaths are small ponds or puddles of water that appear on a level or sloped concrete surface after rain or washing the slabs. Birdbaths are an unavoidable consequence of a flatness tolerance. ASCC contractors will meet the flatness requirements but will not be responsible for corrective action to eliminate birdbaths."
 4. **Bugholes in Formed Concrete (ASCC Position Statement #8):** "Bugholes, also called air voids, are small regular or irregular cavities, usually not exceeding 5/8 inch (16mm), resulting from entrapment of air bubbles in the surface of formed concrete ... bugholes aren't surface defects ... Because bugholes are a natural feature of all as-cast vertical concrete structural components it is unrealistic to expect that surfaces will be free of bugholes."
 5. **Cracks in Slabs on Ground (ASCC Position Statement #29):** "...it is normal to expect some amount of cracking and curling on every project, and that such occurrence does not necessarily reflect adversely on either the adequacy of the floor's design or the quality of its construction ... random visible cracks might reasonably be expected to occur in 0-3% of the floor slab panels formed by saw-cutting, construction joints, or a combination of both."

- Crack repair will be included with the one-year limited warranty if it compromises the structural integrity of the project, such as cracks that are wide enough to affect performance (structural integrity may be determined by an engineer at the Client's cost).
6. **Cracks in Structural Concrete (ASCC Position Statement #33):** "Cracks in reinforced concrete, however, are not a defect but are specifically included as part of the design process ... ACI 224R-01 indicates 0.016 inches as a reasonable crack width for reinforced concrete under service loads for a dry air exposure. [Thus, for structures designed in accordance with ACI 318-08, corrosion is not currently a concern when surface crack widths are in the range normally found with reinforcement stresses at service load levels.] The document also notes that a portion of the cracks in the structure will exceed these values. With time, a significant portion can exceed these values, and width may double ... In addition to cracks due to service loads, cracks also result from restrained shrinkage and thermal contraction ... Concrete contractors want to ensure awareness by all parties that cracking will occur when the structure is built in accordance with the Contract Documents."
 7. **Protection of Concrete Work (ASCC Position Statement #40):** "Concrete contractors are not responsible for the work of other trades because they do not have the authority to control the other trades' work or limit their construction traffic."

as further described in the estimate proposal attached as Annex B ("ASCC Position Statements")