

Flatwork Warranty



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Dear Valued Customer,

Alpha Concrete, LLC. (ACL) is committed to delivering concrete work of the highest quality and in compliance with industry standards. Our employees are trained to handle all aspects of concrete work, including preparation, placement, and finishing. We keep ourselves up to date with the latest techniques and products and work with our suppliers and producers to source the best quality materials for our customers.

We take pride in our work and strive to satisfy our customers, but we want to make it clear that concrete work is a human process, and small imperfections are to be expected even with the closest supervision possible.

Although we use high-quality materials and our workmanship is of the highest standard, concrete is not without its inherent flaws. To help our customers, we provide information on common issues that may arise when working with concrete, as well as suggestions on how to care for and use it.

If an issue arises that exceeds the regular industry standard, we may repair or replace it at our discretion. However, we want to make it clear that our focus will be on returning the subject to its as-built integrity, not its appearance. We do not offer any warranty regarding the cosmetic aspects of the repair, as our main priority is the long-term functionality and durability of the work.

There are many factors beyond the control of ACL that can damage concrete. These include wear and tear, exposure to de-icers, chemicals, equipment, vehicles, and other external factors that are not covered by our Limited Workmanship Warranty. Additionally, ACL is not responsible for repairs resulting from misuse or abuse, ground settlement, winter conditions, accidents, or natural disasters.

Furthermore, this warranty does not cover any construction work that has been modified, altered, defaced, or repaired by the homeowner or any other party. The homeowner hereby waives this warranty for any construction work that has been subjected to accidents, misuse, or abuse.

The Limited Workmanship Warranty provided for the project shall remain valid for a period of one year from the completion date of the project. After the expiration of this period, the warranty shall no longer be valid unless there has been written, documented approval.

Alpha Concrete, LLC.

Background:

Concrete is a natural product that consists of a combination of materials such as water, cement, sand, gravel, fly ash, and other admixtures. These materials are mixed in various ways based on the intended use of the finished concrete, regional requirements, and climate conditions.

However, as a natural product, it is challenging to control how it will react to various conditions that are beyond the control of both the builder and the homeowner.

The effect of naturally occurring conditions can significantly impact concrete. Washington is classified as a Severe Weather Region for concrete, which means outdoor exposure in a cold climate where concrete may be exposed to deicing salts or where there may be a continuous presence of moisture during frequent cycles of freezing and thawing. Severe weather can damage pavements, driveways, walks, curbs, steps, porches, and slabs in unheated garages. Concrete also expands and contracts with temperature changes, which is especially concerning during the first year after pouring because it retains a lot of water.

Additionally, concrete color variations are difficult to control as different types of sand and aggregates used in the mixture can cause color differences. Admixtures such as calcium chloride, which is commonly used to accelerate the curing process of concrete and reduce the effects of freezing, can also cause color variations. Different brands and types of concrete may contain many varieties of sand, cement, admixtures, and aggregate that will result in color variations in the finished concrete. Repairs to concrete can also result in color differences as the filler must be extremely dry to prevent shrinkage.

Moreover, changes in size and strength can occur during the curing process of concrete, which can take up to one year to complete. It is challenging to control the effects of water evaporation, air bubbles within the concrete, air humidity, and wind. Pitting, spalling, or scaling can occur when salt or other deicers are applied directly to the surface of the concrete or indirectly deposited on the surface by tires or feet. These substances can chemically attack the concrete, draw moisture near or within the surface, and promote expansion and contraction during the freeze-thaw cycle. Other chemicals, such as lawn fertilizer, can also chemically attack the surface of the concrete, resulting in spalling, scaling, and pitting.

Finally, until concrete has cured, it cannot withstand extreme weight such as moving vans, heavy duty trucks, school buses, delivery vans, or garbage trucks. It is especially important to limit the amount of weight placed upon concrete during the first year because it needs sufficient time to cure and gain strength.

1-Year Limited Warranty:

We guarantee that for a period of one year starting from the completion of your project, there will be no instances of "Major Cracking," "Major Scaling/Flaking and Spalling," or "Major Pop Out" caused by substandard materials or workmanship. To activate this warranty, all exterior concrete must be of at least 6-sack mix, 4000psi, and air entrained. Please note that our one-year limited warranty does not cover exterior concrete projects that aren't sealed by ACL. The warranty is voided if we do not oversee all components of the project from site preparation to site clean-up.

This agreement may be assigned one time to the purchaser who buys the property on which your driveway or other exterior concrete is located. However, the purchaser assumes this agreement subject to your prior actions or inactions and will have no greater rights than you would have had under the agreement if you had not sold the property. This warranty cannot be assigned to any third or subsequent purchaser or any other party.

Exterior Concrete: patios, sidewalks, slabs, pool decks, and other flatwork.

Major Cracking: Any cracks wider than ¼ inch (width of a dime) will be deemed significant if they meet either of the following conditions:

- The total length of all such cracks surpasses 30% of the length of all joints in your exterior concrete, including your driveway, OR
- The total length of cracks in a specific segment exceeds 30% of the entire panel's perimeter length.

Major Scaling/Flaking and Spalling: In case of any significant surface disintegration happening on your driveway or other exterior concrete, it will be considered notable if it covers over:

- 20% of the total surface area of your exterior concrete, including your driveway; OR
- 25% of a particular panel on your driveway or other exterior concrete.
- Due to potential salt overspray during the winter months, we cannot provide a warranty for any popped or flaking surfaces in the area of your driveway approach.

Major Pop Out: If the concrete surface has fractured pieces of aggregate, it will be considered noteworthy if there are over 50 conical breakouts per 100 square feet.

Warranty Claim:

In the event that you suspect Major Cracking, Major Scaling, or Major Pop-outs in your driveway or other exterior concrete due to defective materials or workmanship, you must provide written notification to your Contractor. Failure to do so within 90 days after discovering the issue will result in the voiding of your limited warranty relating to that concern. Please note that notifying your Contractor by telephone will not preserve your rights.

Once your Contractor receives notification, they or their representative will inspect your driveway or other exterior concrete within 30 days to determine if Major Cracking, Major Scaling, Spalling, or Major Pop has occurred due to defective materials or workmanship.

If the notice concerns Major Cracking, Major Scaling, or Major Pop-outs due to defective materials or workmanship that occurred within 1 year of the completion date, the affected area will be repaired or replaced at no charge to you. Your Contractor reserves the right to choose between repair or replacement.

We will address warranty issues between the months of October through March. If we are unable to service you during these months, we will schedule the service for the months of April through September, even if your warranty has expired during the delay. To validate a warranty item, you must contact us before the warranty expires. You must have paid in full for the initial installation, and a Dispute Resolution Agreement must be signed before we can resolve any warranty issues.

Exclusions:

This limited warranty shall not be applicable to damages resulting from the following:

- Misuse or abuse of your exterior concrete, including your driveway;
 - Usage of your exterior concrete for non-residential purposes;
 - Acts of nature such as fire, flood, earthquake, or defective subsurface;
 - Alterations made to areas adjacent to your exterior concrete, leading to water runoff or drainage that undermines your driveway or other exterior concrete;
 - The growth of plants or trees (including roots) near your driveway or other exterior concrete;
 - Any instance of scaling, spalling, or pop-outs, except for major cases of the same;
 - Any contact between your exterior concrete and vehicles, foreign objects, animals, or individuals (excluding the contractor) within the first 7 days following the installation of your driveway or other exterior concrete;
 - Cracks other than major cracks;
 - Discoloration or stains;
 - Any settlement or shifting that occurs due to the installation or repair of utility trenches near your driveway or any other exterior concrete at the point where it meets a garage or carport slab. Moreover, please note that uniformity in the color of your driveway or other exterior concrete may differ within the same pour or when repaired or replaced.
- Therefore, this warranty does not cover any issues related to the consistency of color.

Disputes:

In the event of a covered defect or a disagreement that cannot be resolved between ACL and either the builder or homeowner, a third-party arbitrator will be engaged to resolve the issue. The costs of arbitration will be shared equally between ACL and the builder or homeowner. It is acknowledged that the arbitrator's decision will be binding and will replace any rights to litigation, a jury trial, or participation in class actions or similar proceedings.

Customer Responsibilities:

- Avoid driving on the newly placed concrete for a minimum of 7 days.
- Prevent water from accumulating beneath the slab to avoid settlement cracks.

- To prevent damage to the concrete slabs, refrain from parking vehicles or equipment that exceed the weight of a normal vehicle (4,000lbs) on top of the slabs, unless approved by the concrete contractor.
- During the first winter, do not let snow and ice accumulate on the concrete. Keep the driveway cleared off using a shovel.
- Do not use deicing chemicals, such as salt, during the first winter. Instead, use sand for traction.
- **WARNING:** Do not use deicers that contain ammonium sulfate or ammonium nitrate (fertilizers) as they may cause damage to the concrete surface.
- You may apply a sealer for added protection approximately 30 days after the placement of the concrete, provided the surface is dry and the ambient temperature is above 55 degrees F.
- Purchase a good quality concrete sealer from your contractor, local Ready-Mix producer or building supply store, and follow the manufacturer's instructions for application.
- Generally, re-application of the sealer every 2 years is recommended. You can use Xylene or Xylol between sealer applications to refresh the surface. For further assistance with the application process, feel free to contact us.
- To remove stains, it is recommended that you use a cleaning product specifically designed for the type of stain on concrete. Avoid using harsh acids and choose a product that is safe for use on concrete surfaces and the environment.

What to Expect:

Cracks:

Concrete is prone to cracking and, despite taking all necessary precautions, we cannot guarantee that it will not crack. In the event that a crack appears, we may be able to assist in preventing further cracking. However, it should be noted that cracks exceeding ¼" of an inch in height or gap may warrant repair or replacement. We will repair or replace only the affected area if we determine that repair or replacement is required.

In the case of concrete crack repair, caulk or mortar will be considered an acceptable form of repair. It is important to note that surface or hairline cracks may not be covered by this warranty. Additionally, topcoats and caps applied over existing concrete are not covered under this warranty.

Discoloration:

Matching the color of your existing porch, sidewalk, driveway, or other concrete surfaces is not always possible. Even on larger jobs, different pours may result in variations in color that can be minor and may fade with time. If you are considering replacing only a section or sections of an existing driveway, patio, or sidewalk, please be aware that there may be a noticeable color difference between the new and older sections that may take years to blend. We cannot guarantee that our work will match your existing product.

It is important to note that colors represented on a computer screen or printed brochure are only a representation of the results and should not be relied upon as the final color of your project.

Despite our best efforts, minor discoloration can still occur due to various factors such as variations in slump, cement type/brand, finished texture, timing of operations, curing process, choice of release agents, surface treatments, humidity and other weather conditions, age of concrete, and more. Any color variation that occurs because of these factors is not covered under this warranty.

Finishes:

Typically, smooth finishes are applied to interior surfaces like basements, garages, and sometimes porches and patios to ensure ease of maintenance. However, it's crucial to note that smooth finishes can become extremely slippery when wet. In contrast, broom finishes are generally used for exterior concrete surfaces such as driveways and walks. Broom finishes are less slippery and designed to be safer to walk on even when wet. To preserve the color and design of stamped or stained surfaces, they are usually sealed. However, the sealer used can create a slippery surface when wet. For more information on the importance and use of sealers, refer to the information below. It's essential to note that maintaining stamped or stained surfaces may be necessary, but how often depends on factors outside of our control.

Flaking/Popping/Surface Issues:

Although concrete is known for its durability, it is not entirely immune to imperfections. Severe weather conditions can cause the surface of your concrete to flake or pop off, potentially revealing stones close to the surface. Please note that such exposure will not compromise the slab's integrity. Unfortunately, we cannot provide a warranty for any damages caused by harsh weather, as nature is beyond our control.

In the event of flaking or popping concrete, the industry standard for repair or replacement requires a minimum of 20% of the total work area to be affected. However, depending on the issue, we may offer a warranty if 20% or more of the total work area is affected. If repair or replacement is necessary, we will only address the affected area.

Frost Heave & Cracking:

During the winter season, there are several instances of freeze-thaw cycles that may result in your concrete heaving and settling back to its original position. However, there is a possibility that your concrete may crack during the frost heave process. Any cracks that occur due to frost heave are not covered under our warranty policy.

Shifting/Settling:

Shifts or differences in height are common in most driveways, service walks, and garage floors over time. This is not indicative of poor workmanship and is typically caused by sub-grade settling, underground root growth, or subsurface layer shrinkage that cannot be prevented.

If you notice slight movement or a hollow sound on your driveway or garage floor without any cracks, there is no cause for concern, and it is not a warranty issue.

For patios or service walks, some settling may occur despite our efforts to compact the gravel below the slab during placement. We cannot warranty against settling due to the subgrade being beyond our control.

Sound Inconsistency:

You might observe that your basement floor produces varying sounds in different areas. These differences in sound are due to the positioning of plumbing pipes or extra concrete bearing points beneath the concrete floor. The floor will sound less dense where pipes are located and denser where extra concrete is placed. However, this isn't a matter covered by the warranty. A standard basement floor is usually poured to a thickness of 4 inches, in line with industry standards.

Textures:

It's not unusual for your neighbor's concrete to have a different texture or finish compared to yours, and there's no need for alarm. Concrete is a surface that wears over time, which may result in changes in texture, finish, and color.

