

CONCRETE FOUNDATION ADVISORY & DISCLOSURE FOR SELLERS #307

Properties in some areas of Massachusetts have exhibited foundation problems attributed to certain minerals, namely pyrrhotite (an iron sulfide compound) in those concrete foundations.

Foundation cracks, problems or failures may be a result of many factors including but not limited to chemical compositions in foundation materials or natural occurrences at any time during the life of a property. Engineers can provide guidance and expert assistance into aspects of foundation problems and concerns.

The foundation failures linked to pyrrhotite appear to be typically identified in construction, including additions, built from 1983 forward.

The scope and extent of failed or failing foundations is outside the area of expertise of real estate Brokers and Salespersons. Real estate Brokers and Salespersons ARE NOT foundation experts and ARE NOT qualified to independently provide opinions regarding foundations or foundation materials, or to conduct an independent investigation into representations that other parties may have made about foundations or foundation materials. Only if the real estate licensee has actual knowledge of a known material defect, including a verified problem with a property's foundation, is the licensee required to disclose that fact.

Massachusetts has created a reimbursement program administered by the Department of Professional Licensure to encourage homeowners to come forward and have their foundations tested. Visual testing conducted by a licensed professional engineer at may be reimbursed 100% up to \$400, and for two core samples at a 75% rate up to \$5,000. The application and instructions for reimbursement are available here: https://www.mass.gov/doc/crumbling-foundation-testing-reimbursment-application/download?_ga=2.51361065.1078654388.1672950824-928212086.1669225521.

FOR PROPERTY LOCATED AT: 87 Prudential Rd, Worcester, MA 01606

YEAR PROPERTY BUILT: 2015

HAVE THERE BEEN ANY ADDITIONS TO THE PROPERTY? YES NO If yes, year built: _____

FOUNDATION DISCLOSURE - Does the Seller have knowledge of any testing and/or inspection(s), done by a licensed professional, related to a foundation on the property? YES NO

If **YES**, please describe the testing method(s) and include all results and report(s) of any test(s) and/or inspection(s), as well as identifying location(s) of area(s) tested and/or inspected:

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Does the Seller have knowledge of any repair(s) related to the foundation on the Property? YES NO

If **YES**, please describe the nature of the repair(s), the name of the company who performed the repairs, and include all results of any test(s) and/or report(s), including location(s) of area(s) repaired: a hairline crack seeping some water

A1 Crack fixed it. See attached receipt and warranty. It is to the left of the water meter below the window in the basement on the front of the house.

Disclosures from the Seller(s) contained herein are intended to provide information and results of any testing, inspection or repairs related to a foundation on the property. A visual inspection is only a statement of condition at the moment in time the inspection was conducted and is not necessarily a prediction about the future of the foundation.

By signing below, Seller(s) and Buyer(s) acknowledge receipt of this Advisory and Disclosure. **Seller(s) and Buyer(s) further acknowledge and agree that real estate Brokers and Salespersons are not experts in foundations and foundation materials and cannot undertake any independent investigations into the condition of foundations or representations that may be made by Sellers, home inspectors, appraisers, or others on any property.**

Ramamohana R Gubbala
SELLER (Please Print Name)

Lakshmi Gubbala
SELLER (Please Print Name)

Ramamohana R Gubbala
SELLER (Signature) (date)

Lakshmi Gubbala
SELLER (Signature) (date)

BUYER (Please Print Name)

BUYER (Please Print Name)

BUYER (Signature) (date)

BUYER (Signature) (date)

A-1 FOUNDATION CRACK REPAIR
282 Central St. Unit 9, Hudson, MA 01749
866-94-CRACK (27225)
info@A1FoundationCrackRepair.com

PROPOSAL

Date: 6/7/2024

Proposal submitted by: A-1 Foundation Crack Repair
Home Improvement Contractor Registration #194016, #44624

Customer: Ram Gubbala
Property: 87 Prudential Rd, Worcester, MA
Email: rgubbala@gmail.com
Phone: 508-410-0907

Description of work to be done: Labor and materials to cut and open the drywall and inject with a closed-cell polymer resin and/or weave carbon fiber blanket 1 foundation wall crack(s) up to 8 ft. The exterior side will be filled with a flexible sealant material above grade.

Customer is aware and agrees to the following:

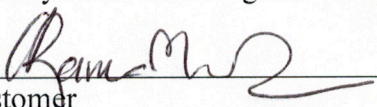
1. When the crack is repaired it will not match the existing foundation in color or texture.
2. Foundation wall cracks will be injected with a flexible closed cell polymer resin and/or weaved carbon fiber blanket and come with an A-1 Foundation Crack Repair 10-year warranty against any water infiltration.
3. If injection method is used, ports can be removed by customer after the third rain. Consult contractor for instructions. Ports and holes will NOT be filled by the contractor.
4. If carbon fiber method is used, the straps are black in color; once they are dried they can be painted over with a gray latex paint to match the foundation color by the customer.
5. Any obstructions to repair areas will be removed or lifted by the customer prior to work starting.
6. It is recommended that basements are not to be finished until after the next rainy season.
7. If the customer DOES NOT mark underground water pipes, sewer and drainage pipes, the contractor will not be held liable for any damage done.

These prices will be honored for 30 days. Payment is due immediately upon completion of work.

Total Price: \$920

Cash/Check Discount: \$885

Thank you for choosing A-1 Foundation Crack Repair


Customer

6/7/2024
Date

Contractor

Date

A-1 FOUNDATION CRACK REPAIR
TEN YEAR LIMITED WARRANTY
282 Central Street, Unit 9 Hudson, MA 01749
866-942-7225

Owner: *Pam Gubskala*

Location of work: *87 Prudential Rd*

Worcester MA

Date of Work: *6/12/24*

A-1 FOUNDATION CRACK REPAIR of 6 Nixon Road, Hudson, Massachusetts hereby makes the following limited warranty in regards to the patching of the foundation imperfection, which is allowing water to infiltrate into the basement at the above location:

1. If within ten (10) years of the date of work, water infiltration reoccurs at the same location patched by A-1 FOUNDATION CRACK REPAIR and such reoccurrence is caused by defects in materials used by A-1 FOUNDATION CRACK REPAIR or by the failure of A-1 FOUNDATION CRACK REPAIR to apply the materials in a workmanlike manner, A-1 FOUNDATION CRACK REPAIR shall, at its own expense, re-patch the previously treated area to the extent necessary to prevent further water infiltration.
2. In addition to the provisions of paragraph 1 hereof, in no event shall A-1 FOUNDATION CRACK REPAIR be responsible for any reoccurrence of infiltration which is caused by additional settling or movement in the foundation or any part thereof. A-1 FOUNDATION CRACK REPAIR is not liable for any damage caused by water infiltration to any personal property in the home before, after or during work being performed. The customer is aware the company cannot see behind the cracks and therefore recommends the basement not to be finished for at least one wet season.
3. In making repairs under the Limited Warranty, A-1 FOUNDATION CRACK REPAIR shall provide all necessary labor and materials, provided however that A-1 FOUNDATION CRACK REPAIR responsibility shall be limited to repairing, re-patching or re-injecting the imperfection originally patched. A-1 FOUNDATION CRACK REPAIR shall NOT be responsible for any costs of gaining access to said section of wall (including but not limited to cost of excavation, damage to landscaping, damage to exterior or interior finishes, damage to other portions of the subject structure, etc.), which shall be the sole responsibility of owner.
4. A-1 FOUNDATION CRACK REPAIR shall NOT be responsible for any other consequential or incidental damages (including, but not limited to, damage to the structure, its contents or personal injury) incurred by failure of the work to perform as warranted. If, for any reason, after diligent attempts, A-1 FOUNDATION CRACK REPAIR is unable to eliminate infiltration through the patched location, A-1 FOUNDATION CRACK REPAIR will refund the amount originally paid for said repair to the builder or individual that ordered and paid for same.

THE FOREGOING CONSTITUTES THE ENTIRE OBLIGATION OF A-1 FOUNDATION CRACK REPAIR. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LIABILITY IS LIMITED TO THE ABOVE. THIS WARRANTY IS IN EFFECT ONLY WHEN PAYMENT IS RECEIVED IN FULL BY A-1 FOUNDATION CRACK REPAIR. This warranty can be transferred to the next owner within 2 weeks after the sale of the property. The new or old owners must notify A-1 Foundation Crack Repair in writing of the change of ownership. Any additional sales of the property the new owner must notify A-1 Foundation Crack Repair in writing within 2 weeks of the transfer and pay a seventy five dollar processing fee to keep this warranty in place.


A-1 Foundation Crack Repair Representative

6/12/24
Date: