

SPECIFICATIONS - GENERAL CONDITIONS

Section W - Warranties

MAINTENANCE WARRANTY OF WATER PIPELINE 4" IN DIAMETER & LARGER

For a maintenance warranty period of 3 years after acceptance of the work, the contractor shall be responsible for the repair of all defects, leaks, or failures occurring in the pipe, pipe joints, valves, metal pipe and fittings from any cause whatsoever, except for such leaks, defects, or failures which are, as determined by the Engineer, due to negligence in the operation of the pipeline system by the District, acts of third parties, acts of God, or acts of the common enemy. The contractor will be reimbursed the actual and necessary cost, plus 15 percent for profit and general expense of any work or materials pertaining to repairs or replacements that are determined as not the responsibility of the contractor.

The contractor, upon notice from the District, shall promptly commence and diligently prosecute the repair of any defects, leaks, or failures that develop during the 3-year maintenance period. The work of repairing any defects, leaks, or failures includes the necessary excavation, pipe repair, backfill, and replacement of any appurtenances destroyed or disturbed by reason of such work. Repairs as may be required, in the opinion of the Engineer, shall be made by the contractor in such a manner as to cause the least practicable interference with the use of the pipelines in service. The contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the District.

The obligations of the contractor under this paragraph shall be enforceable against his surety or sureties for the Performance Bond under this contract, during the life of the contract and for one (1) year after final acceptance of all work under the contract. Prior to final payment under the contract, the contractor shall furnish a maintenance warranty bond in the penal sum of 5 percent of the total original contract price to assure performance of the contractor's obligations under this paragraph after the expiration of the obligation under the Performance Bond for the remainder of the maintenance warranty period.

In lieu of the maintenance warranty bond described above, the contractor may, at his option, and at any time prior to final payment under the contract, provide appropriate evidence that the Performance Bond has been extended and kept in full force and effect for the remainder of the maintenance warranty period: Provided, that the penal sum of the bond may be reduced to 5 percent of the total original contract price.

The maintenance warranty bond or the extended Performance Bond shall contain a clause specifically incorporating the requirements of this paragraph by reference or otherwise. The form of bond and the surety shall be satisfactory to the Engineer.

If the contractor fails or refuses to make required repairs or replacements with due promptness and diligence as determined by the Engineer, the District shall have the right to make repairs and replacements, and unless it is determined that the costs of such work is chargeable to the District, the entire costs thereof shall be paid by the contractor and may be collected from the contractor or the contractor's surety or sureties or both.

The cost of furnishing the maintenance warranty bond shall be included in the unit prices bid in the schedule for items of work provided in the schedule.