

**SECTION 01740  
WARRANTIES AND BONDS**

**PART 1        GENERAL**

**1.01        PROJECT MAINTENANCE AND WARRANTY**

- A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the City.
- B. The Contractor shall warrant for a period of one year from the date of City's written acceptance of certain segments of the Work and/or City's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, the City of Thomasville may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the City, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the One-year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaces as necessary and guarantee for one year.
- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of

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## City of Thomasville Water, Sewer & Natural Gas Specifications

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- trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility (not designated for removal) resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the City.
  - G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the City of the road to make such repairs, the Contractor shall reimburse the City of the road for the cost of such repairs.
  - H. In the event the Contractor fails to proceed to remedy the defects upon mortification within 15 days of the date of such notice, the City reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
  - I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
  - J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

**END OF SECTION**