

WARRANTY

_____, hereinafter the CONTRACTOR, does expressly affirm, promise and guarantee all project improvements including materials, equipment and workmanship on the _____

_____, FOR A PERIOD OF **TWO YEARS** FROM THE DATE THE PROJECT IMPROVEMENTS ARE ACCEPTED BY FORMAL ACTION OF WRIGHT WATER & SEWER DISTRICT. In the event that a particular item of equipment or major element of the total project improvements was placed into continuous service prior to Substantial Completion of the total project, an Attachment A may be attached to this Warranty to designate the separate warranty periods. Attachment A shall only be used when the requirements of General Condition 13.06 of the Standard Construction Specifications have been met.

CONTRACTOR further agrees in the event that any or all of the Project improvements fail to conform to the Contract Documents or require any rebuilding, construction or reconstruction to keep Project improvements in conformity with the Contract Documents or to bring Project improvements up to the Contract Document Specifications that CONTRACTOR will pay all necessary, reasonable and normal costs whatsoever, incurred by the WRIGHT WATER & SEWER DISTRICT in repairing, construction, reconstruction, or rebuilding any of the Project improvements which at any time within the above mentioned period of **TWO YEARS** is not in conformity with the Contract Documents.

Provided, however: That the WRIGHT WATER & SEWER DISTRICT shall give written notice to CONTRACTOR that the WRIGHT WATER & SEWER DISTRICT intends to perform work on the Project improvements and that said notice shall specify the improvement, its location and the cause or kind of non-conformity with reference to the relevant Contract Documents. Said notice shall be sent to CONTRACTOR by registered mail before the WWSD begins any work or incurs any cost unless an emergency situation occurs. The occurrence of an emergency shall be determined in the reasonable discretion of the WRIGHT WATER & SEWER DISTRICT, and is declared to be an event that renders advance notice contrary to the health, safety or welfare of the residents of the WRIGHT WATER & SEWER DISTRICT. In case WRIGHT WATER & SEWER DISTRICT finds the existence of an emergency requiring immediate action he shall serve notice to CONTRACTOR in the form above mentioned as soon as practical and shall include an explanation of the state of affairs requiring emergency action.

Provided, further: That the obligation of CONTRACTOR shall be to compensate the WRIGHT WATER & SEWER DISTRICT for bringing any improvements up to the Contract Documents Specifications and this obligation shall cover all work necessary to bring the improvement into conformity, even if the work occurs after the expiration of the two year period specified above if the WWDS sent notice as provided above within the two year period or, in the case

of any emergency as provided above if the WWSD actually began work on the improvement within the one year period.

CONTRACTOR and the WRIGHT WATER & SEWER DISTRICT agree and acknowledge that this Agreement is the consideration for acceptance by the WRIGHT WATER & SEWER DISTRICT of the Project improvements for maintenance by the WRIGHT WATER & SEWER DISTRICT including, but not limited to the release of any performance or penal bonds, letters of credit, cash escrows, promissory notes or other securities posted and approved to secure the installation of required Project improvements for _____

DATED this _____ day of _____, 20__

CONTRACTOR (COMPANY NAME)

SIGNATURE (TITLE)

STATE OF WYOMING }

COUNTY OF CAMPBELL }

The foregoing instrument was acknowledged before me by _____, this _____ day of _____, 20__

Witness my hand and official seal

(Notary Public)

My commission Expires:

APPROVED BY WRIGHT WATER & SEWER DISTRICT

CHAIRMAN

ATTEST:
