## TWELVE MONTH GUARANTEE – LGA Projects

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| (10-7-13) | 108 | SP1 G146 |

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **[LGA Name]**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **[LGA Name]**, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer’s guarantee for any period in excess of twelve months, then the manufacturer’s guarantee shall apply for that particular piece of equipment or material. **[LGA Name]**’s first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor’s responsibility shall be limited to the term of the manufacturer’s guarantee. **[LGA Name]** would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that **[LGA Name]** would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.