

SECTION 200
SCOPE AND CONTROL OF WORK

200.1 RESPONSIBILITY FOR FURNISHING MATERIAL AND INSTALLATION

It will be the responsibility of the applicant to furnish all materials that meet the following contained material specifications and all labor and equipment to install facilities in conformance with approved plans and contained specifications.

200.2 GUARANTEE

The applicant shall guarantee the work against leaks and breaks due to defective materials or workmanship furnished by the contractor, against settlement of backfill, and damage to resurfacing for a period of one year from the date of completion and acceptance by the District. Arrangements shall be made for a warranty bond to be enforced for a period of one year after the date of final acceptance to cover this guarantee. Damage or leaks due to acts of God, from sabotage, and/or vandalism are specifically excepted from this guarantee.

The date of acceptance by the District will commence when completion of the entire tract, commercial, or industrial complex is final and approved at a regular meeting of the Board of Directors. Partial releases are not considered to relieve applicant of responsibilities under this section.

When defective material or workmanship discovered in the work requires repairs to be made under this guarantee, the applicant shall be notified by telephone and shall make all repairs at its own expense within three calendar days after receipt of such telephoned notice. This telephone notice shall be followed up by written correspondence. Should the applicant fail to repair the damage within the three days, the District may make the necessary repairs and charge the applicant with the actual cost of the repairs. In emergencies demanding immediate attention, the District shall have the right to repair the defect or damage and charge the applicant with the actual cost of all labor and material required.

200.3 LICENSES, PERMITS, AND FEES

The contractor shall have a valid Class A, C-16, C-34, or C-42 contractor's license depending on the particular project or work application. The contractor or applicant shall obtain all permits, pay all fees, obtain business licenses, and give all necessary notices required for the construction of the work.

200.4 PLANS AND SPECIFICATIONS

200.4.1 General

The contractor shall keep at the worksite a copy of the approved plans and specifications to which the District shall have access at all times.

200.4.2 Shop Drawings

When shop drawings or other drawings are required by the plans, specifications, or the District, they shall be prepared in accordance with current modern engineering practice and at the contractor's expense. Drawings shall be of a size and scale to show clearly all necessary details and shall be transmitted by letter to the District for review at least 30 days before the drawings will be required for commencing the work.

Materials shall not be furnished or fabricated nor any work done for which drawings are required before review of the drawings is completed and approved by the District.

200.5 WORK TO BE DONE

All work shall be performed in a thorough workmanlike manner in accordance with the plans, profiles, and specifications that have been approved by the District. All work shall conform to the lines, elevations, and grades shown on these plans and profiles.

The District's approval of the plans prepared by the applicant denotes agreement with the plans as prepared and is not an acceptance of responsibility as to their accuracy or completeness. The applicant shall be responsible for any error, coordination with other facilities, and interpretation of the plans. The intent is to obtain a completed facility that shall be in conformance with the approved plans and in accordance with the District's requirements and these specifications. All revisions and changes in the plans must be approved by the District prior to commencement of work.

200.6 RIGHT-OF-WAY

Rights-of-way or easements for the waterlines or sewer lines as shown on the plans will be provided by the applicant, if a private development project. Unless otherwise provided, the contractor shall make arrangements for, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The contractor shall indemnify and hold the District harmless from all claims for damages occasioned by such actions.

END OF SECTION