



1540 Popelka Drive
Billings, MT 59105 406-252-0539

CONTRACTOR' S GENERAL WARRANTY AND GUARANTEE

Contractor hereby warrants and guarantees to _____ the Owner, and the County Water District of Billings Heights (the " District") that all work, materials and services provided by Contractor will be in the kind and quality and in accordance with the contract documents (collectively, the " Work") and will be free of defects in workmanship and material. The Owner and the District shall be entitled to rely on Contractor's warranty and guarantee.

Contractor's warranty and guarantee here excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than the Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

Contractor's obligation to perform and complete the Work in accordance with the contract documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the contract documents or a release of Contractor's obligation to perform the Work in accordance with the contract documents:

1. observations by the Owner or the District, or their respective representatives, or agents;
2. recommendation or payment by Owner of any progress or final payment;
3. the issuance of a certificate of completion or any payment related thereto by Owner;
4. use or occupancy of the work or any part thereof by Owner;
5. any review and approval of any drawing or submittal or the issuance of a notice of acceptability by any engineer retained by Owner;
6. any inspection, test, or approval by others; or
7. any correction of defective work by Owner.

Should any failure to conform to this warranty appear within one year, the Contractor shall, on notification, and at their expense correct, repair, and resolve any defects or problems relating to the design, planning, or operation of the Work. It is understood that warranties created by this agreement, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under this agreement, are cumulative and should be construed in a manner consistent with one another. Benefit of all warranties made under this agreement by Contractor shall extend to the Owner and District for a period of one year following completion and acceptance of the Work. The District is entitled to bring an action directly against Contractor for Contractor 's performance of its obligations under this warranty and guarantee, and for damages or injuries sustained by the District or any customer thereof resulting from any breach of warranty or guarantee by the Contractor. If the Contractor defaults in its performance hereunder, and the Owner or District employs an attorney because of such default, the Contractor agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney fees, reasonably incurred at any time by the Owner and/or District because of the default.

Dated: _____

Contractor By: _____

Title: _____