

APPENDIX L

WARRANTY FOR COATINGS AND LINERS

Toho Water Authority Warranty for Coatings and Liners

Project Data (to be completed by TWA):

Project Name: _____

TWA Project Number: _____

Date Executed: _____

Effective Date of Warranty: _____

Expiration Date of Warranty: _____

Description of Items Covered by Warranty: _____

Project Data (to be completed by Contractor):

Material System: _____

Material Manufacturer: _____

Manufacturer Contact Info Address: _____

Name: _____

Phone: _____

Email: _____

Material Applicator: _____

Applicator Contact Info Address: _____

Name: _____

Phone: _____

Email: _____

Warranty

_____ (“Manufacturer”) in conjunction with the Manufacturer approved applicator
_____ (“Applicator”) warrant the material and application of the
_____ (“Material System”) for a period of ten years of service under environments
associated with exposure to domestic wastewater and wastewater gases.

This warranty shall not extend to defects or deterioration of the Material System caused by faults in the host structure, vandalism, acts of God, or any installation made through the material after project completion.

If the material or application is found to be defective within the ten year warranty period, Manufacturer and Applicator shall, within 60 calendar days of notification, cause the coating and/or liner to be repaired, removed, and/or reapplied as deemed necessary by the Toho Water Authority. All costs including, but not limited to, materials, equipment, labor, dewatering, repair or replacement of substrate, bypass pumping of wastewater, Maintenance of Traffic, coordination, permitting, inspections, and the removal, restoration or replacement of pavement, landscaping, and all other ground cover shall be borne by the Manufacturer and Applicator. All repair work performed under this warranty shall be warranted for a period of no less than five years and until the Expiration Date of Warranty (above). Removal and reinstallation of the Material System under this warranty due to a Material System failure shall be warranted for a period of ten years.

If the Applicator and/or Manufacturer fail to perform under this warranty, Toho Water Authority reserves the right to perform the necessary repairs or cause the necessary repairs to be performed at the Manufacturer’s and Applicator’s expense.

Additionally, failure to perform under this warranty shall result in removal of the Manufacturer and Applicator from consideration in future Toho Water Authority projects.

Manufacturer

Applicator

Signature

Signature

Print Name

Print Name

Title

Title

Corporate Seal

Corporate Seal