

SECTION 106 ACCEPTANCE OF WORK

106.07 PARTIAL AND FINAL ACCEPTANCE:

- (b) Final Acceptance - Add the following to this Item:

Final acceptance includes clean up of the entire area within the project limits. Unless otherwise directed, upon completion of the work, remove from the vicinity of the work all rubbish, unused materials, concrete forms and other like material and construction equipment belonging to him or used under his direction during construction. In the event of his failure to do so to the satisfaction of the Contracting Officer, the same may be removed by the Government or otherwise, at the expense of the Contractor, and his surety or sureties shall be liable therefore.

Add the following to this Section:

106.08 GUARANTEES:

- a. Unless otherwise provided in the specifications, the Contractor guarantees all work performed under this contract to be in accordance with the contract requirements and free from defective and inferior materials, equipment, and workmanship for one year after the date of final acceptance.
- b. If, within any guarantee period, the Contracting Officer finds that the work needs to be repaired or changed because of the use of materials, equipment, or workmanship that in his opinion are inferior, defective, or not in accordance with the terms of the contract, he shall so inform the Contractor in writing and the Contractor shall promptly and without additional costs to the Government:
- 1) Place in satisfactory condition all of such guaranteed work;
 - 2) Satisfactorily correct all damage to the roadway work and its components, the site, or contents therein, which is the result of unsatisfactory guaranteed work; and
 - 3) Satisfactorily correct any work, material, or equipment that is disturbed in fulfilling the guarantee, including any disturbed work, materials and equipment that may have been guaranteed under another contract.
- c. Should the Contractor fail to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.
- d. Any special guarantees that may be required under the contract shall be subject to the stipulations set forth above, insofar as they do not conflict with the provisions of such special guarantees.

- e. The Contractor shall obtain each transferable guarantee or warranty of material, and installation thereof which is furnished by any manufacturer, supplier or installer in the ordinary course of the manufacturer's, supplier's, or installer's business or trade. In addition, the Contractor shall obtain and furnish to the Government all information which is required in order to make any such guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirement specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under the Contract.
- f. This clause is not intended to limit any rights that the Government may have as provided elsewhere in the Contract, or by law.

END OF SECTION 106