

## TITLE 13 PUBLIC SERVICES, SECTION 20 - SANITARY SEWER CONSTRUCTION, CONNECTIONS AND FEES

### 13.20.100 Acronyms and definitions.

#### B. Definitions.

Seller means the entity financially responsible for the design and construction of contributed Public Sewage Conveyance System infrastructure.

### 13.20.500 System Improvement Construction

A.4. Warranty. The Seller shall warrant all contributed infrastructure of the Public Sewage Conveyance System be free from any failures or defects due to poor workmanship, design, or materials. Contractors installing public sewage infrastructure, contracted through Pima County, are not under obligation to warrant design. Work that does not comply is considered defective. Should any failure or defect appear within a period of two (2) years from the date of transfer to County, Seller agrees to make necessary repairs as determined by County in accordance with County-approved Sewer Improvement Plans, and in accordance with Pima County Engineering Design Standards, and Standard Specifications and Details for Construction, at the sole cost of Seller. Should the Seller fail to promptly correct any failure or defect, County may take whatever actions it deems necessary to remedy the failure or defect and the Seller will promptly reimburse County for any expenses or damages it incurs if Seller does not correct the failure or defect. Aside from Seller's obligation to make corrections within that two-year period, nothing contained in this section shall be construed to establish a period of limitation with respect to Seller's liability for any failures or defects found under the contract. The applicant will warrant all work will be free from any defects due to poor workmanship or materials for a period of one (1) year from date of transfer to the County, or as otherwise specified. During the warranty period, the applicant will make necessary repairs to correct the defects as determined by the County at applicant's sole expense.