

GUIDELINES

DIVISION OF SANITATION FACILITIES CONSTRUCTION

Office of Environmental Health and Engineering
Navajo Area Indian Health Service
Window Rock, Arizona

CHAPTER 10--Project Procedures

Section 6: Payment for Warranty Repair
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GENERAL

The Indian Health Service (IHS) provides a one-year warranty period for all its completed projects. This warranty period begins on the beneficial use date agreed to by the Navajo Tribal Utility Authority (NTUA) or the Tribe's Water Resources Department (DWR). This guideline establishes the procedures to use when making repairs during this warranty period.

Determination should be made as early as possible whether or not the problem is a legitimate warranty item. If the problem is not directly attributable to faulty, design, materials, and/or workmanship, IHS is not responsible for the repair costs nor any associated liability. Design problems and solutions should be discussed with the District Engineer and the operator prior to implementing.

Accordingly, problems associated with any of the following categories of circumstances will not be considered IHS warranty items:

1. Willful and/or negligent acts of third parties: This would encompass any acts of vandalism and careless actions such as a car damaging a meter can or fire hydrant.
2. Normal maintenance problems: A clogged sewerline or the replacement of supplies and/or equipment that are exhausted or worn out in a normal life span are examples of this.
3. Problems due to operator/owner negligence: This would encompass negligent acts of commission (e.g., bypassing control safety circuits) and omission (e.g., neglecting to investigate 300 pump starts over a week's period or letting household plumbing freeze and rupture) by any personnel and/or their representatives of the operating entity or owner.

- 4. Acts of God: This covers damage due to random, catastrophic natural occurrences (e.g., major floods or a direct lightning strike) that cannot be feasibly predicted and designed for.

NTUA SYSTEMS

If a warranty problem occurs, the NTUA district office is to call the IHS district or field office to give IHS the option of either making the repair through NECA or to reimburse NTUA for making the repair. If the IHS elects to have NTUA make the repair, the Project Engineer shall obtain a verbal estimate and contact the Purchasing Agent, SFC Support Center, for authorization to proceed. After obtaining the required authorization, the engineer should notify NTUA that the necessary repairs can be made and that the cost for those repairs can be billed to IHS.

If the deficiency is of such a nature that it will result in the loss of service to the consumer or damage to the system and an IHS representative cannot be contacted or a response cannot be obtained from IHS in a reasonable time frame, the utility may proceed with correcting the deficiency. However, the IHS Project Engineer shall be notified as soon as possible and shall take appropriate action as outlined above.

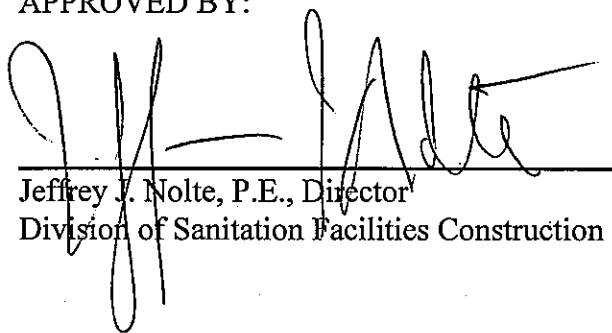
NON-NTUA SYSTEMS

In all cases, where feasible, the IHS Project Engineer should make these repairs through NECA. If an Indian contractor is available in the area, the Project Engineer can obtain his services through appropriate purchasing mechanisms (i.e., purchase order or purchase card).

INDIVIDUAL FACILITIES

The owner of the individual facilities must inform and show the IHS Project Engineer the alleged warranty item in a timely manner for proper determination of IHS responsibility. In the case of individual facilities the one-year warranty period starts upon the head-of-household's acceptance signature on the Individual Agreement (PHS Form 4063).

APPROVED BY:



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