

DEVELOPER WARRANTY STATEMENT

DATE: _____

PROJECT DATA

SUBDIVISION NAME: _____

PLAT DESCRIPTION: _____

TYPE OF MUNICIPAL IMPROVEMENT

☐ WATER ☐ SEWER ☐ PAVING ☐ DRAINAGE

☐ OTHER _____

WARRANTY STATEMENT

TO THE CITY OF LUBBOCK:

As the developer of the above referenced development, I guarantee the improvements installed by my Contractor and inspected, tested, and accepted by the City of Lubbock to be free from defects for a period of one year for water and/or sewer improvements and two years for paving and or drainage improvements from the date the infrastructure is accepted by the City of Lubbock. Upon receipt of the Developers Certificate of Completion, Record Drawings and the Developers Warranty Statement, the City will accept improvements within 30 calendar days; unless exception is given in writing. The Contractor, Engineer/Surveyor, Record Drawing submittal date, and the Substantial Completion Date are listed below.

CONTRACTOR: _____

ENGINEER/SURVEYOR: _____

RECORD DRAWING SUBMITTAL DATE: _____

SUBSTANTIAL COMPLETION DATE: _____

DEVELOPER CONTACT INFORMATION

DEVELOPER: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

SIGNED: _____

PRINTED: _____

LIMITATIONS

This warranty does not include damage to underground utilities caused by others due to excavation or boring activities after the date of the infrastructure is accepted by the City of Lubbock. This warranty does not include any cosmetic damages or the results of any cosmetic damages to either above ground utility infrastructure or paving/drainage improvements occurring after the date of substantial completion. These cosmetic damages may include but are not limited to gouges in asphalt from vehicular traffic excluding all construction equipment related to the development, the failure of asphalt due to water ponding beyond the control of the Developer, any natural disaster, or utility work within dedicated Public Right of Way.