

## **SECTION 01 7836**

### **WARRANTIES**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions and Supplementary Conditions for terms of the Contractor's Warranty of Construction.
  - 2. General closeout requirements, including timing and format of warranties submittals, are included in Section 01 7700 - CLOSEOUT PROCEDURES.
  - 3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual sections of the specifications.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

##### **1.2 SPECIAL REQUIREMENTS**

- A. The Owner requires that, in addition to the Contractor's Warranty of Construction, any Work performed under this contract shall include a special warranty for a minimum of two (2) years, signed by either the manufacturer of the materials and their authorized installer, or by the fabricator and their installer, or by the Contractor, without monetary limitation, agreeing to repair or replace components that fail in materials or workmanship within specified warranty period.
  - 1. The warranty shall take into account predicted service lives for primary and secondary components.
- B. Time Period: Deliver manufacturer's warranties, guaranties, and bonds required by Contract Documents as stated in the General Conditions, with Owner named as beneficiary. Where manufacturer's warranty or guaranty extends for a longer time period than the Contractor's warranty and guaranty, deliver manufacturer's warranties or guaranties in same manner.

##### **1.3 DEFINITIONS**

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

##### **1.4 WARRANTY REQUIREMENTS**

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and



replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, Owner reserves the right to refuse to accept the Work, until Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner's Representative.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner's Representative within fifteen (15) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner's Representative for approval prior to final execution.
  - 1. Refer to individual sections of the specifications for specific content requirements, and particular requirements for submittal of special warranties.
- C. Bind warranties and bonds in the Warranties and Bonds Manuals. Submit copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
- D. Review and Acceptance by the A/E or Owner's Representative of submitted warranties does not relieve the Contractor of the warranty requirements of the Contract Documents.



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**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



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