# GENERAL

## Summary

### This Section specifies the requirements for the following items:

#### Preventative or required maintenance for equipment and systems during the progress of the Work to maintain the warranty of such equipment and systems in accordance with the equipment or system Specification Section.

#### Warranty work and timelines for action during the warranty period in accordance with Article A-6.

## Related Sections

### All Divisions and Sections of the Contract are related to this Section. Compliance with this Specification is an essential element of Section 01780 – Contract Closeout.

## Measurement and Payment

### The work of this Section will not be measured separately for payment. All costs associated with the work of this Section shall be included in the Contract Price.

## General

### Provide all warranties outlined in the Contract Documents from the date of Substantial Performance or Total Performance of the Contract, as applicable.

### Perform all warranty work required during the warranty period.

### The Contractor shall ensure that all preventative and routine maintenance is performed on all equipment and systems installed during the progress of the Work until commencement of the warranty period. All requirements to maintain the warranty on equipment shall be performed until the warranty period begins after Substantial Performance or Total Performance of the Contract, as applicable. Maintenance activities shall be performed by personnel experienced and knowledgeable with the work and in accordance with recommendations from the equipment manufacturer or supplier.

### Extend warranties on any component of the Work that is required to be placed into operation prior to the date of Substantial Performance or Total Performance of the Contract for the purpose of complying with the sequence of construction.

### The Contractor shall provide recommendations or special instructions to the Region from manufacturers’ or suppliers of equipment and systems for required maintenance activities for any equipment or systems that will not be placed into regular service for at least 1 month after commencement of the warranty period in accordance with Article A-6..

## Inspections

### The Contractor shall be required to attend interim and final warranty inspections.

### Interim warranty inspections will be scheduled every 6 months throughout the warranty period by the Consultant. The purpose of the interim warranty inspection is to verify the performance of major pieces of equipment and to identify any deficiencies. The inspection will also verify the condition of previous remedial work to ensure it has been performed satisfactorily. The Contractor’s Project Manager and Site Supervisor are required to attend the interim warranty inspections.

### Ninety (90) days prior to the end of the warranty period, a final warranty inspection will be scheduled by the Consultant. The purpose of the final warranty inspection is to determine if there are any outstanding deficiencies. The inspection shall also identify where remedial work is still outstanding or has been performed unsatisfactorily. The Contractor’s Project Manager and Site Supervisor are required to attend the final warranty inspection.

## Submittals

### The Contractor shall provide telephone numbers and email addresses for a minimum of two contacts during the warranty period for verbal or written notice of warranty items. These contacts shall be updated as required.

## Work During the Warranty Period

### The Region or Consultant may provide initial verbal notice of a warranty item, followed by a written notice of any deficiencies or warranty work to the Contractor. The Contractor must acknowledge receipt of the written notice within one (1) Business Day after receipt. The notice will include a classification of the criticality and timeline to address the item(s) per 1.7.2. The Region reserves the right to classify deficiencies without the requirement to justify such classification with the Contractor.

### The Contractor shall perform all required warranty work to the satisfaction of the Region upon receipt of written notices from the Consultant or the Region within the following timelines:

#### Deficiencies that are classified as critical shall be rectified within five (5) Business Days.

#### Deficiencies that are classified as urgent shall be rectified within ten (10) Business Days.

#### Deficiencies that are classified as seasonal shall be rectified by the end of the stipulated season.

#### Deficiencies that are classified as end of warranty period shall be rectified prior to the expiration of the warranty period.

#### Extensions to the timelines as stipulated under 1.7.2.1 through 1.7.2.4 must be approved by the Region or Consultant in writing. The Contractor shall employ all measures to expedite parts or resources to address the deficiencies in the stipulated timelines. If the Contractor fails to address the noted deficiencies within the stipulated timelines, the Region shall have the right to have any and all outstanding repairs completed at the Contractor’s expense, and to deduct the costs thereof from any monies owing to the Contractor.

### Repair or make good all settlements and defects on the surfaces of backfilled trenches or excavations.

### Repair all damage to structures caused by settlement of ground adjacent to or over excavations.

### Maintain all trees and shrubs, either planted or relocated, for the duration of the warranty period.

## Emergency Repairs By the Region

### The Region may, without giving prior notice to the Contractor, make any repairs to prevent substantial damage to property, regulatory compliance infractions, disruption to essential services, or a threat to the health and safety or welfare of any person.

### The Consultant will notify the Contractor of any emergency work performed by the Region.

### The cost of all labour, equipment and material required to perform the emergency work will be charged to the Contractor or shall be deducted from any amounts owing to the Contractor.

# PRODUCTS (NOT USED)

# EXECUTION (NOT USED)

**END OF SECTION**