

PART 1 – GENERAL**1.1 SUMMARY**

This Section includes the general administrative and procedural requirements for warranties and bonds required of the Contractor based on the Contract Documents, including manufacturer's standard warranties on products and special warranties.

The Contractor shall perform the following:

- A. Compile all the specified warranties and bonds in accordance with contract requirements.
- B. Compile the specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Owner's Authorized Representative (OAR) for review.

1.2 RELATED REQUIREMENTS

- A. Section 01 78 23, Operation and Maintenance Data

1.3 DEFINITIONS

- A. **Standard Product Warranties:** Reprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. **Special Warranties:** Written warranties required by the Contract Documents, either to extend time limits provided by standard product warranties or to provide greater rights for the Owner.
- C. **Emergency Repairs:** The Owner reserves the right to make emergency repairs as required to keep systems, equipment, or materials in operation or to prevent damage to persons or property without voiding Contractor's warranty or bond or relieving the Contractor of its responsibilities during the Contract, warranty, or bond periods.

1.4 WARRANTY REQUIREMENTS

- A. **Related damages and losses:** When correcting warranted Work that has failed, the Contractor shall 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 by written endorsement, the reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation but not less than fifty (50) percent of the original warranty period of time.
- C. **Replacement cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition as determined by the OAR and complying with requirements of Contract Documents.

Cost of replacing or rebuilding defective Work during the warranty period, regardless of whether the Owner has benefited from use of the Work, is the Contractor's responsibility.

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- D. Upon contact from the Owner by electronic communications, requesting repair work covered by warranty, the Contractor shall provide on-site response by repair team no later than twenty-four (24) hours from time of initial contact.

1.5 SUBMITTAL REQUIREMENTS

- A. Assemble the warranties, bonds, service contracts, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and Subcontractors.
- B. Place all documents for each product in a separate tabbed section in the warranty book. Provide a Table of Contents listing each section in the binder.
- C. Provide complete information for each item at the front of each tabbed section summarizing the following detail for each warranty section:
 - 1. Product or work item name.
 - 2. The Contractor or vendor responsible for the warranty, with name of the authorized representative, mobile number, email address, business address and telephone number.
 - 3. Scope of the warranty.
 - 4. Date of the beginning of each warranty, bond or service and maintenance contract will be established by the date of Final Acceptance as defined by OAR.
 - 5. Duration of warranty, bond, or service maintenance contract.
 - 6. Provide proper procedure to follow in the event of a warranty failure and include descriptions of conditions of operation or maintenance which might affect validity of warranty or bond.
 - 7. The Contractor or vendor, name of responsible principal, address, and telephone number.
- D. Provide two (2) original signed copies of each warranty requiring a signature or other authentication.
- E. Provide a completed Excel spreadsheets with ETAM 104-Equipment Warranty Information Form in accordance with Section 01 78 23.

1.6 FORM OF SUBMITTALS

- A. Format:
 - 1. Size 8-½ inches x 11 inches sheets punched for standard 3-ring binder.
 - 2. Fold larger sheets to fit into binders.
 - 3. Cover with DFW Brand: Identify each packet with typed or printed title "Bonds and Warranties".
 - 4. List:
 - a. Title of Project.
 - b. Contract Number
 - c. Name of Contractor.
- B. Binders: Commercial quality, white, 3-ring and no larger than three (3") inch diameter rings, with durable and cleanable plastic covers as approved by the OAR.

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1.7 TIME OF SUBMITTALS

- A. Submit draft warranties along to the OAR through the Unifier software application and one (1) hard copy to the Commissioning Agent (CxAg) ninety (90) Calendar Days prior to Substantial Completion. Provide signed warranties or a letter of intent indicating that the draft warranty shall be provided with the final warranty book at Substantial Completion.
- B. Submit the final warranties to the OAR at Substantial Completion.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, submit properly executed warranties to the OAR within fifteen (15) Working Days of the turnover of that designated portion of the Work to the Owner.
 - 2. For items of work, where Final Acceptance is delayed materially beyond of Substantial Completion, provide an updated submittal within ten (10) Calendar Days after acceptance, listing date of acceptance as start of warranty period.

1.8 SUBMITTALS REQUIRED

Submit all warranties, bonds, service contracts and maintenance contracts as specified in each respective Section.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

PART 4 - MEASUREMENT AND PAYMENT

Not Used.

- END OF SECTION -