

SECTION 01_78_36

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Warranty and bonds requirements.

1.02 SUBMITTALS

- A. Provide warranties, bonds, and service agreements required by Section 01_33_00 - Submittal Procedures or by the individual sections of the specifications.
- B. The date for the start of warranties, bonds, and service agreements is established per the General Conditions.
- C. Submit warranties, bonds and services agreements:
 - 1. At the time of final completion and before final payment.
 - 2. Within 10 days after inspection and acceptance for equipment or components placed in service during the progress of construction..
 - 3. Compile warranties, bonds, and service agreements and review these documents for compliance with the Contract Documents
 - 4. Contents:
 - a. Organize warranty and bond documents:
 - 1) Include Table of Contents organized by Specification Section number and the name of the product or work item.
 - b. Each document is to be signed by the respective manufacturer, supplier, and subcontractor.
 - c. Each document is to include:
 - 1) The product or work item description.
 - 2) The firm, with the name of the principal, address, and telephone number.
 - 3) Scope of warranty, bond, or services agreement.
 - 4) Date, duration, and expiration date for each warranty bond and service agreement.
 - 5) Procedures to be followed in the event of a failure.
 - 6) Specific instances that might invalidate the warranty or bond.
 - 5. Hardcopy format:
 - a. Submit 2 copies of each document to the Engineer for review and transmittal to the Owner.
 - b. Submit duplicate sets.
 - c. Documents are to be submitted on 8-1/2 inch by 11 inch paper.
 - d. Submit each set in a commercial quality three-ring binder with a durable and cleanable plastic cover. The title "Warranties, Bonds, and Services Agreements", the project name and the name of the Contractor are to be typed and affixed to the cover.

6. Electronic copy in PDF format:
 - a. Submit 1 copy.

1.03 OWNER'S RIGHTS

- A. Owner reserves the right to reject warranties.
- B. Owner reserves the right to refuse to accept Work for the project if the required warranties have not been provided.

1.04 RELATIONSHIP TO GENERAL WARRANTY AND CORRECTION PERIOD

- A. Warranties specified for materials and equipment shall be in addition to, and run concurrent with, both Contractor's general warranty and the correction period requirements.
- B. Disclaimers and limitations in specific materials and equipment warranties do not limit Contractor's general warranty, nor does such affect or limit Contractor's performance obligations under the correction period.

1.05 MANUFACTURER'S 2 YEAR WARRANTY MINIMUM REQUIREMENTS

- A. Written warranty issued by item's manufacturer.
- B. Project-specific information, properly executed by product manufacturer, and expressly states that its provisions are for the benefit of the Contractor.
- C. Covers all costs associated with the correction of the defect, including but not limited to removal of defective parts, new parts, labor, and shipping.
- D. Provides a timely response to correct the defect.
 1. Manufacturer shall provide, in a timely fashion, temporary equipment as necessary to replace warranted items requiring repair or replacement, when warranted items are in use and are critical to the treatment process, as defined by Owner.
- E. Warranty commence running on the date per the General Conditions.
- F. Duration of Warranty: 2 year unless otherwise indicated in the individual specification section.

1.06 MANUFACTURER'S SPECIAL WARRANTY

- A. Manufacturer's special warranty is a written warranty published by the manufacturer which includes the requirements as specified in the Technical Section.
 1. Project-specific information and requirements.
 2. Properly executed by product manufacturer.
 3. Expressly states that its provisions are for the benefit of the Contractor or Owner.
 4. Manufacturer's special warranties commence on the date that the associated item is certified by Engineer as substantially complete.

1.07 WARRANTY WORK

- A. Contractor's responsibilities:
 - 1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the product, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- B. Replacement cost:
 - 1. Upon determination that work covered by warranty has failed, replace or rebuild the work to an acceptable condition complying with requirement of the Contract Documents.
 - a. Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether Owner has benefited from the use of the work through a portion of its anticipated useful service life.
- C. Related damages and losses:
 - 1. 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.
- D. Owner's recourse:
 - 1. Written warranties are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitation on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- E. Reinstatement of warranty:
 - 1. When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.
 - a. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

1.08 IMPLIED WARRANTIES

- A. Warranty of title and intellectual rights:
 - 1. Except as may be otherwise indicated in the Contract Documents, implied warranty of title required by Laws and Regulations is applicable to the Work and to materials and equipment incorporated therein.
 - 2. Provisions on intellectual rights, including patent fees and royalties, are in the General Conditions, as may be modified by the Supplementary Conditions.
- B. Implied warranties: Duration in accordance with Laws and Regulations.

1.09 BONDS

- A. Equipment bond and other bond requirements as specified in the Technical Sections.
- B. Bonds commence running on the date per the General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION