

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Agreement, Part 0, Special Conditions and Forms, and Division 01 Specifications Sections apply to this Section.

1.2 SUMMARY

- A. See Agreement for construction services.
- B. All warranties shall commence upon final acceptance of the facility by Owner.
 - 1. Contractor: Provide required warranty as indicated by Owner's Representative. Verify requirements prior to submittal of proposal.

1.3 STANDARD PRODUCT WARRANTIES

- A. Provide preprinted written warranties published by individual manufacturers for particular products and specifically endorsed by the manufacturer to the Owner.

1.4 SPECIAL WARRANTIES

- A. Written warranties required by or incorporated in the Contract Document either to extend time limits provided by standard warranties or to provide greater rights for Owner.

1.5 DISCLAIMERS AND LIMITATIONS

- A. 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 who are required to countersign special warranties with the Contractor.

1.6 RELATED DAMAGES AND LOSSES

- A. 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.

1.7 REINSTATEMENT OF WARRANTY

- A. 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.

1.8 REPLACEMENT COST

- A. 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 Owner has benefited from use of the Work through a portion of its anticipated useful service life.

1.9 OWNER'S RECOURSE

- A. Written warranties made to Owner 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 limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- B. Rejection of Warranties: Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- C. Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work until evidence is presented that entities required to countersign such commitments are willing to do so.

1.10 WARRANTY REQUIREMENTS

- A. Submit written warranties to the Architect / Engineer and Owner's Representative prior to completion.
- B. When a designated portion of the Work is completed and occupied or used by Owner by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect / Engineer and Owner's Representative within fifteen (15) days of completion of that designated portion of the Work.
- C. 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 through the Architect / Engineer for approval prior to final execution within fifteen (15) days of receipt.
 - 1. Refer to individual Sections of Divisions 02 through 21, 22, 23, 26, and 28 for specific content requirements, and particular requirements for submittal of special warranties.
- D. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Include copies of all warranties in O&M manual.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION