

SECTION 01 78 36

WARRANTIES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes the following topics:
 - 1. Requirements
 - 2. Submittal Requirements
 - 3. Quality Assurance
 - 4. Warranty Conditions
 - 5. Form of Guarantee / Warranty
- B. Related Sections:
 - 1. Section 00 72 00 – General Conditions, Paragraphs 3.17, 8.03, 9.07 and 9.08
 - 2. Section 01 77 00 – Closeout Procedures
 - 3. Individual Technical Specification Sections in which Warranties are required for specific products or work.

1.02 REQUIREMENTS

- A. Prior to performing any corrective warranty work, the Contractor shall furnish the City with proof of insurance. Insurance coverage shall be equivalent to that specified in Section 00 73 16.
- B. Term of the Guarantee to Repair Period. Except as otherwise specified in the individual Specification sections, the Contractor shall guarantee/warranty the Work against defects in materials and workmanship for 36 months from the date of the Notice of Substantial Completion.
 - 1. The Contractor may request early acceptance by the City for portions of the work which are used or occupied by the City prior to Substantial Completion of this Contract. Early acceptance may be granted at the sole discretion of the City Representative. In the event that portions of the work are so accepted by the City Representative, the guarantee/warranty provisions of this Section shall apply as of the date of the City Representative's acceptance.
 - 2. This modifies the term of the Guarantee to Repair Period specified in Paragraph 8.03.B of the General Conditions. All other provisions set forth in Paragraph 8.03 shall apply during the Guarantee to Repair Period, as amended by this Section.

- C. The Contractor shall comply with the quality and performance guarantee/warranty requirements as specified in the individual Specification sections.
- D. The Contractor shall submit executed guarantees/warranties to the City for review. Deliver them to the City upon Substantial Completion.
- E. These warranties shall be in addition to and not a limitation of other rights the City may have under the Contract and which may be prescribed by law, irrespective of the wording of supplier's/manufacture's standard warranty.

1.03 SUBMITTAL REQUIREMENTS

- A. For equipment or components of equipment put into service for the City's benefit during the progress of the Work, Contractor submit within ten (10) days after completion of the applicable item or work.
- B. Otherwise, the Contractor shall submit ten (10) days after the date of the Notice Substantial Completion (for Work not described as incomplete in the Punch List / Final Completion) and prior to requesting final payment. For Work described as incomplete in the Punch List / Final Completion, Contractor shall submit guarantees/warranties prior to and as a condition precedent to Final Completion.
- C. Contractor shall submit three copies of each guarantee/warranty on Contractor's letterhead in the sample form included at the end of this Section, or in other form approved by the City.
- D. The Contractor shall bind in commercial quality, 8-½ x 11-inch three-ring side binders with hardback, cleanable, plastic covers.
- E. Table of Contents: Contractor shall neatly type, in the sequence of the Table of Contents of the Specifications, with each item identified with the number and title of the Specification section in which specified, and the name of the product or work item.
- F. The Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing and shall provide full information, using separate typed sheets as necessary. The Contractor shall provide a list of subcontractors, suppliers, and manufacturers, with names, addresses, and telephone numbers or responsible principals for each Form of Warranty/Guarantee, By Supplier/Manufacturer/Contractor, below.

1.04 QUALITY ASSURANCE

- A. The required guarantees/warranties executed by the Contractor and subcontractor, installer, supplier, or manufacturer (if applicable) responsible for that portion of

the work and countersigned by the manufacturer are subject to the City's verification that the documents are in proper form and contain complete information. Contractor shall correct and resubmit deficient guarantees/warranties before Final Completion.

- B. Acceptance of supplier's/manufacturer's guarantee/warranties by the City shall not be construed to limit the City's recourse to the Contractor for correction of defects under the law and in accordance with the General Conditions during the Guarantee to Repair Period and beyond, for the durations shown in the Warranty Table of Contents.

1.05 WARRANTY CONDITIONS

- A. The Contractor shall warrant that Work performed under this Contract conforms to the Contract Documents and is free of any defects of equipment, equipment system, material, installation, design furnished, or workmanship furnished by Contractor, and/or its subcontractors, suppliers, manufacturers and design professionals.
- B. Promptly after receipt of written notice from the City, the Contractor shall remove, replace or correct Work, or portion thereof, which is damaged or found to be defective and not in accordance with the Contract.
 - 1. If the Contractor fails to proceed with the corrective work within a reasonable time fixed by written notice from the City, the City may perform the remedial work with its own forces or under a separate Contract, and the Contractor agrees to reimburse the City for all costs incurred.
 - 2. The City reserves the right to remove and store or dispose of defective equipment or material at the Contractor's expense.
 - 3. If the Contractor does not pay the costs of such removal and storage within ten (10) days thereafter, the City may, upon ten (10) additional days written notice, sell such defective items and shall account for the net proceeds after deducting all the costs that have been borne by the City, including compensation for City Representative's additional services.
 - 4. If the proceeds from the sale are insufficient to cover all amounts chargeable to the Contractor, the Contractor shall pay the difference to the City.

1.06 FORM OF GUARANTEE/WARRANTY FOR GUARANTEE TO REPAIR PERIOD

- A. Contractor shall submit a certificate for guarantee/warranty of the entire Work against defects in materials and workmanship covering the Guarantee to Repair Period as follows:

GUARANTEE/WARRANTY FOR
WW-684

45TH AVE, 46TH AVE, 47TH AVE, VICENTE ST, WAWONA ST, AND SLOAT
BLVD SEWER REPLACEMENT

We hereby guarantee/warrant that the work of this Contract has been completed in accordance with the requirements of all applicable Contract Documents.

We agree to repair or replace any or all of our Work that may prove to be defective in its workmanship, material, or Contractor-furnished design within a period of thirty-six (36) months from the date of issuance of the Notice of Substantial Completion of the above named Project. We also agree to repair or replace any adjacent work which may be damaged as a result of the defective work or as a result of repairing or replacing defective work. We agree to repair any and all damages resulting from defective work without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified in writing by the City, we collectively or separately do hereby authorize the City to proceed to have such defective work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____ Date _____

Contractor Name: _____

Address: _____ License No. _____

Substantial Completion of the work was granted by the City on _____.(date)

Signed _____ (City Representative) Date _____

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION