

## SECTION 01 78 36

## WARRANTIES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 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:
    - (a) Paragraph 8.03, Correction of Non-Conforming Work;
    - (b) Paragraph 8.04, Correction Period;
    - (c) Paragraph 8.05, Acceptance of Non-Conforming Work;
    - (d) Paragraph 9.07, Partial Utilization.
  - 2. Section 01 77 00 – Contract Closeout.
  - 3. Individual Specifications Sections: Warranties required for specific products or Work.

## 1.2 REQUIREMENTS

- A. Except as otherwise specified in the individual Specification sections, guarantee/warranty the Work against defects in materials and workmanship for **24** months from the date of the Substantial Completion Certificate issued by the City.
  - 1. Upon receipt of written notification by the City Representative, guarantee/warranty the Work, or portions thereof, which are used or occupied by the City before final acceptance from the date of beneficial use or Substantial Completion.
- B. Comply with the guarantee/warranty requirements as specified in the individual Specification sections.
- C. Submit executed guarantees/warranties to the City for review. Deliver them to the City upon Substantial Completion.
- D. 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, regardless of the wording of manufacturer's standard warranty.

## 1.3 NOT USED

## 1.4 QUALITY ASSURANCE

- A. Obtain guarantees/warranties, in duplicate, executed by Contractor and subcontractor or installer responsible for that portion of the Work and countersigned by the manufacturer.
- B. Verify that documents are in proper form, contain complete information, and are notarized if warranties are extended beyond the Manufacturers normal warranty period of TWO years.

- C. Co-execute submittals when required. Acceptance of manufacturer's guarantees/warranties by the City shall not be construed to limit the City's recourse to Contractor for correction of defects under the law and in accordance with the General Conditions.

## 1.5 WARRANTY CONDITIONS

- A. Contractor shall warrant that work performed under this Contract conforms to the Contract Documents and is free of any defect of equipment, material, installation, design furnished, or workmanship furnished by Contractor, or any of its subcontractors or suppliers. **SUCH WARRANTY SHALL CONTINUE IN EFFECT FOR 24 MONTHS FROM THE DATE OF ACTUAL SUBSTANTIAL COMPLETION ESTABLISHED except where detailed specifications for certain materials, equipment or systems require longer warranty periods.** Refer to technical specification sections to confirm specific warranty needed for such construction material and components.
  - 1. The following list of materials and equipment have warranties that differ than the typical 24 months outlined above, including but not limited to:
    - (a) 33 33 00- Sanitary Sewerage Utilities
    - (b) 32 17 34- Concrete Detectable Warning Tiles
- B. Warranties are not intended to cover failures which result from the following:
  - 1. Unusual or abnormal phenomena of the elements.
  - 2. The City's misuse, maltreatment, or improper maintenance of the Work.
  - 3. Insurrection or acts of aggression including war.
- C. Promptly after the receipt of written notice from the City, remove, replace, or correct Work, or portion thereof, which is damaged or found to be defective and not in accordance with the Contract within 10 calendar days.
  - 1. The City may proceed with the correction work at Contractor's expense if Contractor does not proceed with the corrective work within a within 10 calendar days by written notice from the City, the City may proceed with the work at the expense of the Contractor.
  - 2. The City reserves the right to remove and store or dispose of defective equipment or material at Contractor's expense.
  - 3. If Contractor does not pay the costs of such removal and storage within ten days thereafter, the City may, upon ten additional days written notice, sell such defective items and shall account for the net proceeds after deducting all the costs that should have been borne by the City, including compensation for City Representative's additional services.If the proceeds from the sale are insufficient to cover all amounts chargeable to Contractor, Contractor shall pay the difference to the City.

1.6 FORM OF GUARANTEE/WARRANTY

A. NOT USED

- B. For guarantee/warranty of the entire Work against defects in materials and workmanship for the period of warranty after the Notice of Substantial Completion. Refer to Section 1.5- Warranty Conditions, for a list of materials and equipment that have warranties that differ from the typical 24 months.

<p><b>GUARANTEE/WARRANTY FORM</b></p> <p>for</p> <p><u>&lt;PROJECT NAME&gt;</u></p> <p><u>&lt;CONTRACT NO.&gt;</u></p>
<p>GUARANTEE/WARRANTY for _____</p> <p>We hereby guarantee/warrant that the _____</p> <p>which we have provided in the _____</p> <p>has been completed in accordance with the requirements of Specification Section _____ and the other Contract Documents.</p> <p>We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of _____ months from the date of Substantial Completion of the above named Project; and we also agree to repair any and all damages resulting from such defects, all without any expense to the City, ordinary wear and tear and unusual abuse or neglect excepted;</p> <p>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 therefor upon demand.</p> <p>Signed _____ Date _____</p> <p>(Include Contractor's name, address, and license number)</p> <p>Countersigned _____ Date _____</p> <p>(City Representative)</p> <p>Substantial Completion was granted by the City on _____.</p>

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION