

**SECTION 01 78 36
GUARANTEES AND WARRANTIES**

PART 1 - GENERAL

1.01 GENERAL WARRANTIES:

- A. Contractor's general warranty: The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. Manufacturer's guarantees and warranties: Guarantees and warranties provided by manufacturers are in addition to, not in lieu of, the Contractor's general warranty.
- C. Proprietary specifications and construction procedures: The Contractor shall guarantee the performance of products, construction methods and installation procedures, covered by proprietary specifications under his "GENERAL WARRANTY" and in accord with the requirements of this section.

1.02 INTENT OF THE CONTRACT DOCUMENTS:

- A. The intention of the Contract Documents is that the Contractor shall guarantee and warrantee satisfactory performance, as determined by the Architect, of all components of the Work provided under this Contract for a period of 1 year.
- B. Some guarantees and warranties, as specified in the individual Specification Section, shall extend beyond 1 year.

1.03 DATE OF COMMENCEMENT OF THE CONTRACTOR'S GENERAL WARRANTY:

- A. Date of Commencement of the Contractor's General Warranty shall be the date of the "CERTIFICATE OF SUBSTANTIAL COMPLETION".
- B. Should "CERTIFICATE OF SUBSTANTIAL COMPLETION" not be issued, the date of commencement of all Guarantees and Warranties shall be the date the Architect certifies the "FINAL PAY REQUEST".

1.04 GENERAL WARRANTY FORM:

- A. The Contractor shall provide a written Guaranty/Warranty, properly executed by appropriate Subcontractor or Material Supplier, or both, countersigned and guaranteed by the Contractor, that their Work will be free from defects of materials and workmanship, and shall remain in proper operating condition for a period of 1 year.

1.05 SUBMISSION OF GUARANTEES AND WARRANTIES:

- A. The Contractor shall submit all Guarantees and Warranties to the Owner for approval prior to Certification of the Contractor's Final Application for Payment.

1.06 CORRECTION OF DEFECTIVE WORK:

- A. Work performed under this Guarantee/Warranty shall be Guaranteed/Warranted for a period of 1 year from the date such Work is completed.

- END OF SECTION -