

SECTION 017836 – WARRANTIES

PART 1-GENERAL

1.1. SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the Contract General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections related to those products.
- B. Disclaimers and Limitations: 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 required to countersign special warranties with the Contractor.

1.2. DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are not specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by the Contract Documents, either to extend time limits provided by the standard warranties or to provide greater rights for the Owner.

1.3. WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace work that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: 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
- C. Owner's Recourse: Written warranties made to the Owner, they shall not limit the duties, obligations, rights, and remedies otherwise available under the law
- D. The 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.

1.4. SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. When a designated portion of the W is completed and occupied or used by the Owner, submit properly executed warranties to the Owner with fourteen (14) days of the completion of that designated portion of the Work.
- B. 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 for approval prior to final execution.
- C. Form of Submittal: At Final Completion, compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor and a subcontractor, supplier, or manufacturer.
- D. Bind warranties and bonds in heavy duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the 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/phone number of the installer
- E. Provide warranties and bonds in full color electronic format (PDF)

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION

3.1. SCHEDULE OF WARRANTIES

- A. The General Contractor shall provide a one (1) year warranty for all work performed under this Contract to conform to the specifications, applicable codes, and industry standards in addition to specific warranties for individual products.

END OF SECTION 01 78 36