

## SECTION 01740

### WARRANTIES AND BONDS

#### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- 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.

##### 1.02 RELATED SECTIONS

- A. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- B. Section 01700 - Contract Closeout: Closeout requirements for warranties.
- C. Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual Sections of Divisions 2 through 16.
- D. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve 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 Contractor.

##### 1.03 WARRANTIES

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of 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 through the Architect for approval prior to final execution.
  - 1. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- 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" x 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 and telephone number of the installer.

2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

E. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 1.04 WARRANTY REQUIREMENTS

A. Related Damages and Losses: 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.

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. Replacement Cost: 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 the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. 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 entitles required to countersign such commitments are willing to do so.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION