

## DIVISION 1 - GENERAL REQUIREMENTS

### SECTION 01740 - WARRANTIES AND BONDS

#### I. GENERAL

##### A. STIPULATIONS

The "Special Requirements" and "General Conditions" to the contract form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.

##### B. RELATED DOCUMENTS

The Contract Drawings and the Standard Form of Agreement apply to this Section.

##### C. SUMMARY

1. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
  - a. Refer to the General Provisions for terms of the Contractor's special warranty of workmanship and materials.
  - b. General closeout requirements are included in Section 01700 - "Project Closeout."
  - c. Specific requirements for warranties for the Work and products and installations 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 System are specified elsewhere in the Contract Documents.
2. 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.
3. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

##### D. WARRANTY REQUIREMENTS

1. 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.

2. 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.
3. 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 System has benefited from use of the Work through a portion of its anticipated useful service life.
4. System's Recourse: Written warranties made to the System are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the System can enforce such other duties, obligations, rights, or remedies as established by the Uniform Commercial Code (UCC).
5. Rejection of Warranties: The System reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The System 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.

#### E. SUBMITTALS

1. Submit written warranties to the Professional prior to the date certified for Substantial Completion. If the Professional'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 Professional.

When a designated portion of the Work is completed and occupied or used by the System, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Professional within fifteen days of completion of that designated portion of the Work.

2. 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 System through the Professional for acceptance prior to final execution.

3. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the System through the Professional for approval prior to final execution.

Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.

4. Form of Submittal: At Final Completion compile two 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.
5. 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.
  - a. 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.
  - b. 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.
  - c. 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.

II. PRODUCTS (not applicable).

III. EXECUTION (not applicable).