PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1. Refer to the following General Conditions for terms of the Contractor's warranty of Work:

a. Part 6.16 "Correction of Non-conforming Work"

b. Part 6.20 "Warranty of Construction"

(1) If there is any discrepancy in the Contract Documents regarding the warranty period or its date of commencement, the specified passage granting the Owner the longest warranty period ending on the latest date shall govern.

2. General closeout requirements are included in Section 01 77 00 "Closeout Procedures."

3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual sections of the Specifications.

4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

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 that are 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 specifically endorsed by the manufacturer to the Owner.

B. "Special Warranties" are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.3 WARRANTY REQUIREMENTS

A. General: Upon determination that Work covered by a warranty has failed, correct or replace the Work to an acceptable condition complying with requirements of Contract Documents.

B. 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.

C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected or replaced and retested and/or re-commissioned reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Costs: The Contractor is responsible for the cost of correcting or replacing including the cost for retesting and/or re-commissioning defective Work, regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

E. Owner's Recourse: Written warranties made to the Owner 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 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.

2. Right to Refuse Work: 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’s Representative. Provide a draft for Owner’s review and comment prior to final execution. Warranties shall identify:

1. Scope description of what is covered (indicate labor and/or materials requirements);
2. The Specification reference stating the warranty;
3. The date of the warranty’s start and finish (indicate the specified warranty duration);
4. Service and maintenance contracts, when specified in the Contract Documents;
5. Supplier’s name, address, e-mail address, and telephone number;
6. Proper procedure in case of failure; and
7. Instances which might affect validity of warranty.

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.

1. Refer to individual sections of the Specifications for specific content requirements, and particular requirements for submittal of special warranties.

C. Include warranties in the Operations and Maintenance Manual (see Section 01 77 00 “Closeout Procedures”).

D. Review and acceptance, by the A/E or Owner's Representative, of submitted warranties does not relieve the Contractor of the warranty requirements of the Contract Documents.

E. The Owner may generate and keep electronic copies of original executed warranties, certifications, and other similar commitments and such copies shall be considered as originals.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION