

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified Warranties and Bonds.
- B. Compile specified Service and Maintenance Contracts.
- C. Review submittals to verify compliance with Contract Documents.
- D. See Landscaping Specification for additional warranty and bond information.

1.02 RELATED REQUIREMENTS

- A. Make particular reference to the following:
 - 1. Bid Bond: See General and Supplemental Conditions.
 - 2. Performance Bond and Labor and Material Payment Bond: See General and Supplemental Conditions.
 - 3. Warranty of Work After Final Payment: See General and Supplemental Conditions.
 - 4. Section 01700 -Contract Closeout

1.03 SUMMARY

- A. Definitions
 - 1. "Standard product warranties" are preprinted written warranties published by individual manufacturer's for particular products and are specifically endorsed by the manufacturer to the Owner.
 - 2. "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.
- B. Types: Categories of warranties require for the Work include:
 - 1. Special product warranty issued by Contractor and, where required, countersigned by installer or other recognized entity involved in performance of the work.
 - 2. Specified product warranty issued by a manufacturer or fabricator for compliance with requirements in contract documents.
 - 3. Coincidental product warranty, available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirements (nonspecified warranty).
 - 4. Refer to sections of Division 2 through 16 for requirements of specified warranties.
- C. 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.

1.04 SUBMITTAL REQUIREMENTS

- A. Assemble Warranties, Bonds, and Service and Maintenance Contracts, executed by each of the respective Manufacturer, Suppliers and Subcontractors.
- B. Contractor and each Subcontractor shall submit a completed Warranty Contact List as attached to this section or in a similar format.
- C. Format
 - 1. Bind each manual in a three-ring, heavy-duty, vinyl, hardboard cover binder.
 - 2. On cover, imprint the "Warranty Manual"; name of project, Owner, Architect; and date of substantial completion.
 - 3. On bound edge, imprint name of project and owner and date of substantial completion.
 - 4. Pages to be neat clean sheets, 8-1/2 by 11-inch maximum size or accordion foldouts to same size.
 - 5. Items to be identified with tabbed dividers showing name and number of appropriate specification sections.
 - 6. Arrange dividers and items in order they occur in specifications.
- D. Information Required
 - 1. Table of contents identifying separate warranties by specification section number and name.
 - 2. Contractor's warranty of the work per contract documents.
 - 3. Warranties, certificates, and bonds for all portions of the work per specifications, Divisions 1 through 16.
- E. Provide complete information for each item:
 - 1. Product or Work Item.
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Beginning date of Warranty, Bond, or Service and Maintenance Contract.
 - 4. Duration of Warranty, Bond, or Service and Maintenance Contract.
 - 5. Provide the following information for Owner's Personnel:
 - a. Procedure in case of failure or malfunction.
 - b. Instances which affect Warranty or Bond validity.
 - 6. Contractor, name of responsible principal, address, and telephone number.
- F. Distribution
 - 1. Submit one preliminary copy to Owner's Representative for approval prior to final submittal.
 - 2. After approval of preliminary copy and within ten (10) days following Substantial Completion, prepare and submit four final copies to Architect -one for Architect and three for Owner.

1.05 WARRANTY OBLIGATIONS

- A. Following completion of field testing and before building and/or phase commissioning, the Contractor will be responsible for required interim maintenance. A record of the interim maintenance will be kept and made available to the Owner upon final completion of the project.

- B. Conducting of tests and inspections, review of specifications or plans, payment for goods and services, or acceptance by the Owner does not constitute a waiver, modification, or exclusion of any express or implied warranty or any right under the contract or in law.
- C. If the Contractor elects to store equipment or any subcomponent thereof on the project site or in an offsite storage facility, such storage shall be in accordance with the vendor's recommendations. All precautions to protect the original vendor's warranty, including interim maintenance, shall be exercised by the Contractor at the Contractor's expense.

SAMPLE