# SECTION 01785

# PRODUCT WARRANTIES AND BONDS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SECTION INCLUDES

A. General administrative and procedural requirements for preparation and submission of warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.
   1. Refer to the Contract General Conditions for terms of Contractor's special warranty of workmanship and materials.
   2. Certifications and other commitments and agreements for continuing services to University are specified elsewhere in the Contract Documents.

### 1.3 RELATED DOCUMENTS AND SECTIONS

A. Section 01330 - Submittals Procedures: General administrative requirements for submittals, applicable to warranties and bonds.

B. Section 01770 - Contract Closeout Procedures: General requirements for closeout of the Contract.

C. Section 01783 - Operation and Maintenance Data: Operating and maintenance data binders, to include copies of warranties and bonds.

D. Product Specifications Sections in Divisions 02 through 33: Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to University.

### 1.4 DEFINITIONS

A. Warranty: Assurance to University by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time. The University's standard warranty form shall be used for all warranties under this Contract unless otherwise agreed to in writing by the University Representative.

B. Guaranty: Assurance to University by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.

C. Standard Product Warranty: Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the University.

D. Special Project Warranty: Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for University.

E. Guaranty Period: As defined in the Contract General Conditions, guaranty period shall be synonymous with

"warranty period", "correction period" and similar terms used in the Contract Specifications. Warranty period shall be one year from the date of Project Completion unless otherwise agreed to in writing by the University Representative.

## 1.5 WARRANTIES AND GUARANTIES

A. Warranties and Guaranties, General: Contractor shall provide all warranties and guaranties with University named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a period of time beyond the Contractor's warranty and guaranty, Contractor shall so state in the warranty or guaranty.

B. Provisions for Special Warranties: Contractor shall refer to Contract General Conditions for terms of the Contractor's special warranty of workmanship and materials.

C. General Warranty and Guaranty Requirements: Warranty shall be an agreement to repair or replace, without cost and undue hardship to University, Work performed under the Contract which is found to be defective during the guaranty period (warranty or guaranty) period. Repairs and replacements due to improper maintenance or operation, or due to normal wear, usage and weathering are excluded from warranty requirements unless otherwise specified.

D. Specific Warranty and Guaranty Requirements: Specific requirements are included in product Specifications Sections of Divisions 2 through 17, including content and limitations.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties and guaranties shall not relieve Contractor of responsibility for warranty and guaranty requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.

F. Related Damages and Losses: When correcting warranted Work that has been found defective, Contractor shall remove and replace other Work that has been damaged as a result of such defect or that must be removed and replaced to provide access for correction of warranted Work.

G. Reinstatement of Warranty: When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, Contractor shall reinstate the warranty by written endorsement.

H. Replacement Cost: Upon determination that Work covered by a warranty has been found to be defective, Contractor shall replace or reconstruct the Work to a condition acceptable to University's Representative, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether University has benefited from use of the Work through a portion of its anticipated useful service life.

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

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

J. Warranty as Condition of Acceptance: University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be 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.

## 1.6 PREPARATION OF WARRANTY AND BOND SUBMITTALS

A. Project Warranty and Guaranty Forms: Forms for Project warranties and guaranties are included in the Contract Documents. Contractor shall submit the warranty package submittal to the Architect, with a copy to the University Representative, for review and approval. Contractor shall:
   1. Refer to product Specifications Sections of Divisions 02 through 33 for specific content requirements, and particular requirements for submittal of special warranties.
   2. Prepare standard warranties and guaranties, excepting manufacturers' standard printed warranties and guaranties, on Contractor's, subcontractor's, material supplier's, or manufacturer's own letterhead, addressed to University as directed by University's Representative.
   3. Warranty and guaranty letters shall be signed by all responsible parties and by Contractor in every case, with modifications only as approved in advance by University's Representative to suit the conditions pertaining to the warranty or guaranty.

B. Manufacturer's Guaranty Form: Manufacturer's guaranty form may be used instead of special Project form included in the Contract Documents, if agreed to in writing by the University's Representative. Manufacturer's guaranty form shall contain appropriate terms and identification, ready for execution by the required parties.

   1. If proposed terms and conditions restrict guaranty coverage or require actions by University beyond those specified, Contractor shall submit draft of guaranty to the Architect and the University's Representative for review and approval before performance of the Work.

   2. In other cases, Contractor shall submit draft of guaranty to the Architect and the University's Representative for approval prior to final execution of guaranty.

C. Signatures: Signatures shall be by person authorized to sign warranties, guaranties and bonds on behalf of entity providing such warranty, guaranty or bond.

D. Co-Signature: All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guaranties will not require co-signature.

## 1.7 FORM OF WARRANTY AND BOND SUBMITTALS

A. Form of Warranty and Bond Submittals: Prior to completion, Contractor shall collect and assemble all written warranties and guaranties into binders and deliver binders to the Architect, with a copy to the University Representative, for final review and acceptance. Contractor shall:
   1. Prior to submission, verify that documents are in proper form and contain all required information and are properly signed by Contractor, subcontractor, supplier and manufacturer, as applicable.
   2. Organize warranty and guaranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
   3. Include Table of Contents for binder, neatly typed, following order and section numbers and titles as used in the Project Manual.
   4. Bind warranties, guaranties and bonds in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, with clear front and spine to receive inserts, and sized to receive 8-1/2 inch by 11-inch paper.
   5. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and section number and title.
   6. Include on separate typed sheet, if information is not contained in warranty or guaranty form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.
   7. Identify each binder on front and spine with typed or printed inserts with title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor. If more than one volume of warranties, guaranties and bonds is produced, identify volume number on binder.
   8. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guaranty in each required manual. Coordinate with requirements specified in Section 01783 - Operation and Maintenance Data.

## 1.8 TIME OF WARRANTY AND BOND SUBMITTALS

A. Submission of Preliminary Copies: Unless otherwise specified, Contractor shall obtain preliminary copies of warranties, guaranties and bonds within ten days of completion of applicable item or Work.

B. Submission of Final Copies: Contractor shall submit fully executed copies of warranties, guaranties and bonds prior to Notice of Completion.

C. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date of warranty, guaranty and bond periods shall be the date established in the Notice of Completion.
   1. Warranties for Work accepted in advance of date stated in Notice of Completion: When a designated system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by University's Representative, by separate written agreement with Contractor, prior to completion date established in the Notice of Completion, Contractor shall submit properly executed warranties to University, as directed by University's Representative, within ten days of completion of that designated portion of the Work. Contractor shall list date of commencement of warranty, guaranty or bond period as the date established in the Notice of Completion.

D. Duration of Warranties and Guaranties: Unless otherwise specified or prescribed by law, warranty and guaranty periods shall be not less than the guaranty period required by the Contract General Conditions, but in no case less than one year from the date established for completion of the Project in the Notice of Completion. See product Specifications Sections in Divisions 2 through 17 of the Project Manual for extended warranty and guaranty beyond the minimum one-year duration.

## PART 2 - PRODUCTS

Not Applicable to this Section.

## PART 3 - EXECUTION

Not Applicable to this Section.

**END OF SECTION**