

SECTION 01 78 30

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: 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. Compile specified warranties and bonds.
 - 2. Compile specified service and maintenance contracts.
 - 3. Co-execute submittals when so specified.
 - 4. Review submittals to verify compliance with Contract Documents.
 - 5. Submit to Architect for review and transmittal to Owner.

1.2 DEFINITIONS

- A. Standard Product Warranties: Reprinted written warranties published by individual manufacturers for products and are specifically endorsed by the manufacturer to the Owner.
- B. Warranties: Written warranties required by the Contract Documents, either to extend time limits provided standard product warranties or to provide greater rights for the Owner.
- C. Emergency Repairs: Owner reserves right to make emergency repairs as required to keep equipment or materials in operation or to prevent damage to persons or property without voiding Contractor's warranty or bond, or relieving Contractor of his responsibilities during contract, warranty or bond periods.

1.3 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 the 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 by written endorsement.
 - 1. Reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation but not less than 50% of the original warranty period.
- 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.

1. Cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through its anticipated useful service life is the Contractor's responsibility.
- D. Rejection of Warranties: 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. Acceptance of Work: Owner reserves the right to refuse to accept work for the Project where a special warranty is required on such work or part of the work, until evidence is presented that entities required to countersign commitments are willing to do so.

1.4 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds, service contracts and maintenance contracts, executed by each of respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence and provide complete information for each item.
 1. Product or work item.
 2. Firm, with name of principal, address and telephone number.
 3. Scope.
 4. Date of beginning of each warranty, bond or service and maintenance contract.
 5. Duration of warranty, bond or service maintenance contract.
 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect validity of warranty or bond.
 7. Contractor, name of responsible principal, address and telephone number.

1.5 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Electronic File: Submit as completely bookmarked PDF electronic file.
 - a. Configure Warranties bookmark directory organized first by Division and then by Specification Section number and title, electronically linked to each item of warranty submittal.
 - b. Size 8-1/2 inch by 11 inch (213 mm by 280 mm) sheet sizes.
 - c. Provide cover sheet listing the Title of the Project, name of the Owner, Contractor and coordinator and date of completion.
 - d. Provide Electronic File for Architect review, and of final completed version following Architect's review.

2. Unless otherwise agrees to in writing by the Architect and Owner, for the Final Submittal Provide two full hard copy binders arranged by section number and tabbed by division.
 - a. Size 8-1/2 inch by 11 inch (213 mm by 280 mm), punch sheets for standard 3 ring binder.
 - b. Fold larger sheets to fit into binders.
 - c. Cover: Identify each packet with typed or printed title "WARRANTIES".
 - d. List:
 - 1) Title of Project.
 - 2) Name of Contractor.
3. Binders: Commercial quality, 3 ring, with durable and cleanable plastic covers.

1.6 TIME OF SUBMITTALS

- A. Submit warranties to Architect prior to date certified for Substantial Completion or on date specified in Architect Certificate of Substantial Completion:
 1. When a designated portion of the Work is completed and occupied or used by the Owner submit properly executed warranties to Architect within fifteen days of completion of that designated portion of the work.
 2. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service contracts and maintenance contracts as specified in each respective Specification Section.
- B. Refer to each individual Section of Project Manual for specific warranty submittal requirements.
- C. Following approval of all Warranty Information by the Architect, furnish set of electronic PDF files to Owner in addition to 3-ring binder.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION

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