
SECTION 01 78 36 – WARRANTIES**PART 1 – GENERAL**

1.01. SUMMARY

- A. This Section includes:
 - 1. Product warranty manuals.
 - 2. Warranty requirements.
 - 3. Warranty procedures.
- B. Related Sections include the following:
 - 1. Section 01 77 00 for general closeout procedures.
 - 2. Individual Sections of Divisions 2 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.02. PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Warranties shall be written in Owner's name.
 - 1. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to Owner.
 - 2. Special Warranties are written warranties required by or incorporated into Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for Owner.

1.03. SUBMITTALS

- A. Submit information on 8½ x 11" text pages, bound in three-ring binders with plastic covers. Larger sheets may be used when folded to fit into binders and used as a pull out. Prepare binder cover with title WARRANTIES AND BONDS, and title of Project and subject matter when multiple binders are needed.
 - 1. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tabs titling clearly printed under reinforced laminated plastic tabs.
 - 2. Quantity: Provide two copies of each volume to Owner.
- B. Submission requirements:
 - 1. Submit documents to Owner and Engineer within 10 days following Date of Substantial Completion. For item accepted after Date of Substantial

Completion, submit documents within 10 days following each individual acceptance.

- a. When a designated portion of Work is completed and occupied or used by Owner, by separate agreement with Contractor during construction period, submit properly executed warranties to Owner within 15 days of completion of that designated portion of Work.
- b. When special warranty is required to be executed by Contractor, or Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by required parties. Submit a draft to Owner.

1.04. WARRANTY REQUIREMENTS

- A. Written warranties made to Owner are in addition to implied warranties and shall not limit duties, obligations, right and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- B. Manufacturer's disclaimers and limitations on product warranties shall not relieve Contractor of warranty on Work that incorporates products, nor shall it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with Contractor.
- C. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Warranties shall become valid and operative upon issuance of Certificate of Substantial Completion.
- E. For items of Work delayed beyond Date of Substantial Completion, provide an updated schedule within 10 days after acceptance, listing date of acceptance as start of warranty.
- F. 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 needs to be removed and replaced to provide access for correction of warranted Work.
- G. Reinstatement of Warranty: In event of Work covered by warranty has failed, correct by replacement or rebuilding. Reinstatement warranty by written endorsement. Reinstated

warranty shall be equal to original warranty with an equitable adjustment for depreciation.

H. Replacement Cost:

1. Upon determining that Work covered by a warranty has failed replace or rebuild Work to an acceptable condition in compliance with requirements of Contract Documents.
2. Contractor shall be responsible for cost of replacing or rebuilding defective Work regardless of whether Owner has benefited from use of Work through a portion of its anticipated useful service life.

1.05. WARRANTY PROCEDURES

- A. Written warranties made to Owner are in addition to implied warranties and shall not limit duties, obligations, right and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which Owner can enforce such other duties, obligations, rights, or remedies.
- B. Warranties shall become valid and operative upon issuance of Certificate of Substantial Completion.
- C. For items of Work delayed beyond Date of Substantial Completion, provide an updated schedule within 10 days after acceptance, listing date of acceptance as start of warranty.
- D. In event of Work covered by warranty has failed, correct by replacement or rebuilding. Reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
- E. Upon determining that Work has failed, replace or rebuild Work to an acceptable condition in compliance with requirements of Contract Documents at no additional cost to Owner.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION