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SECTION 01 78 00

WARRANTIES

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**PART 1 - GENERAL**

1.1 SUMMARY

- A. Warranties: Compile required and incidental warranties required by Contract Documents.
  - 1. Manufacturer Warranties: Provide manufacturer's standard warranties where specified including inspections and services included or required as part of manufacturer's standard warranty.
  - 2. Special Warranties: Provide special warranties as required by Specifications sections.
  - 3. These warranties shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents and which may be prescribed by law, regardless of wording of warranty.
- B. Extended Correction Period: Contractor shall correct failure of materials and systems to perform in a manner consistent with their intended use including but not limited to failure of waterproofing and roofing systems to resist penetration from water.
  - 1. Standard Correction Period: One year after Substantial Completion or Beneficial Occupancy by Owner except where otherwise noted in Contract Documents; coordinate with General Conditions and Supplementary Conditions.
    - a. Items used by Contractor during construction operations shall not be considered substantially completed.
    - b. Correction of Work Period begins with Owner occupancy not completion of component.
  - 2. Extended Correction Period: Requirements are same as standard correction period but for an extended period as indicated in Specifications sections.
  - 3. Contractor Responsibilities: Bear cost of correcting failed work and replacing construction damaged by failure of materials and systems to perform in a manner consistent with their intended use during correction period.
    - a. Requirements for correction period shall apply to Subcontractors, suppliers, installers, and those responsible for failed work.
    - b. Owner and Design Team shall not be responsible for determining degree of responsibility of those involved.
  - 4. Owner's Rights under Law: Correction period shall be in addition to and not a limitation of other rights Owner may have against Contractor under Contract Documents and which may be prescribed by law.

**1.2 FORM OF SUBMITTAL**

- A. Special Warranty and Extended Correction Period Forms: Provide duplicate copies, notarized or on Contractor and Manufacturer's letterhead without conditions or exceptions to requirements specified.
  - 1. Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.
  - 2. Provide table of contents and assemble in binder with durable plastic cover, clearly identified regarding extent of contents.
  - 3. Electronic Format: Submit USB flash drives of warranties, in Microsoft Word.
- B. Manufacturer Warranty Forms: Use manufacturer's standard forms unless otherwise directed in Contract Documents; completed form shall not detract from or confuse interpretations of Contract Documents.
  - 1. Manufacturer's authorized representative shall sign manufacturer warranties.
  - 2. Subcontractor and installer shall countersign warranty where specified.
    - a. Provide required warranties for waterproofing and roofing systems countersigned by subcontractor and installer.
- C. Submit final warranties prior to final application for payment.
  - 1. For equipment put into use with Owner's permission during construction, submit within ten days after first operation.
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- D. Provide information for Owner's personnel regarding proper procedure in case of failure and instances that might affect validity of manufacturer warranty.
- E. Size: 8-1/2" by 11" for three-ring binder; fold larger sheets to fit.

**1.3 WARRANTIES AND CORRECTION OF WORK DOCUMENTS**

- A. Warranties and Correction of Work Documents are intended to protect Owner against failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- B. Limitations: Warranties and correction of work requirements are not intended to cover failures that result from:
  - 1. Unusual or abnormal phenomena of the elements.
  - 2. Owner's misuse, maltreatment or improper maintenance of work.

3. Vandalism after substantial completion.
  4. Insurrection or acts of aggression including war.
- C. Related Damages and Losses: Remove and replace work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of work.
- D. Reinstatement: After correction of work reinstate warranty or extended correction period for corrected work to date of original expiration, but not less than half original period.
1. Correction of Work Period: The general correction of work period specified shall not be extended by corrective work except to extent required to correct failure and repair or replace materials damaged by failure.
- E. Replacement Cost: Replace or restore failing items without regard to anticipated useful service lives where part of correction of work period, extended correction of work period, and special warranty period unless otherwise noted.
- F. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse interpretations of Contract Documents.

**END OF SECTION**