

## **SECTION 01786 - WARRANTIES AND BONDS - CONSTRUCTION MANAGER EDITION**

### **PART 1 - GENERAL**

#### 1.1 Summary:

- A. Compile specified warranties, bonds, and maintenance contracts and submit to Architect through Construction Manager. Warranties will commence no earlier than date of Substantial Completion.

#### 1.2 Related Sections:

- A. Documents affecting Work of this Section include General Conditions, other Sections of Division 1 and detailed requirements documented in each respective section of Divisions 2 through 16 of Specifications.
- B. Certifications and other commitments and other agreements for continuing services to Owner as specified elsewhere in Contract Documents.

#### 1.3 Definitions:

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by manufacturer to Owner.
- B. Special warranties are written warranties required by or incorporated in Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for Owner.

#### 1.4 Quality Assurance:

- A. Use adequate care and diligence to thoroughly review Contract Documents to identify detailed requirements relating to warranties and bonds.
- B. Verify that each item required for this submittal conforms with specified requirements.

#### 1.5 Submittals:

- A. Comply with pertinent provisions of Section 01330 "Submittals" and Part 3 below.

### **PART 2 - PRODUCTS**

#### 2.1 Description of Warranty Requirements

- A. In addition to standard and special warranties described in Divisions 2 through 16, Contractor shall warrant Work included in this project, for a minimum period of one (1) year following acceptance of a Certificate of Substantial Completion by Owner, to cover performance, materials, workmanship and compliance with Contract Documents.
- B. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products, nor do they relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.
- C. 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 must be removed and replaced to provide access for correction of warranted Work.

- D. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
- E. 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. Contractor is 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.
- F. Owner's Recourse: Written warranties made to Owner are in addition to implied warranties, and shall not limit duties, obligations, rights 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.
  - 1. Rejection of Warranties: Owner reserves right to reject warranties and to limit selections to products with warranties not in conflict with requirements of Contract Documents.
- G. Owner reserves right to refuse to accept Work for Project where a special warranty, certification, or similar commitment is required on such Work or part of Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

### **PART 3 - EXECUTION**

#### **3.1 Warranties and Bonds:**

- A. Assemble warranties bonds and service and maintenance contracts, executed by each respective manufacturer, supplier and contractor.
- B. Submit written warranties to Architect through Construction Manager prior to date established for Substantial Completion. If Certificate of Substantial Completion designates a commencement date for warranties other than date of Substantial Completion, or a designated portion of Work, submit written warranties upon request of Construction Manager and Architect.
- C. 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 Architect through Construction Manager within fifteen days of completion of that designated portion of Work.
- D. When a 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 through Construction Manager and Architect for approval prior to final execution.

#### **3.2 Form of Submittals:**

- A. At Final Completion compile two copies of each required warranty and bond properly executed by Contractor, subcontractor, supplier, or manufacturer. Organize warranty documents into an orderly sequence based on table of contents of Project Manual.
- B. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

- C. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark tab to identify product or installation. Provide a typed description of product or installation, including name of product, and name, address and telephone number of installer.
- D. Identify each binder on the front and the spine with typed or printed title "WARRANTIES AND BONDS," Project title or name, and name of Contractor.
- E. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.
- F. Digital Media: Provide one copy scanned digital format as specified in Section 01781 "Project Record Documents" Subparagraph 3.2-D-5.

Schedule: Provide warranties and bonds on products and installations as per individual section.

- A. Trees & Shrubs Section 02900 - Landscaping - 1 year
- B. Roofing System Section 07510 - Built-Up Asphalt Roofing - 20 years
- C. Metal Roof Flashing Section 07510 - Flashing - 5 years
- D. Wood Doors Section 08211 - Flush Wood Doors - Life of Installation
- E. Entrance Components Section 08400 - Entrances & Storefronts - 5 years
- F. Entrance Finish Section 08400 - Entrances & Storefronts - 20 years
- G. Entrance Glass Section 08400 - Entrances & Storefronts - 10 years
- H. Windows Section 08500 - Aluminum Windows - 2 years
- I. Window Finish Section 08500 - Aluminum Windows - 10 years
- J. Window Glass Section 08500 - Aluminum Windows - 5 years, 10 years dual seal
- K. Window Installation Section 08500 - Aluminum Windows - 3 years
- L. Resilient Flooring Section 09650 - Stair Tread Nosings - 2 years
- M. Carpeting Section 09680 - Carpet - 10 years, Lifetime static
- N. Porcelain Enamel Whiteboards Section 10100 - Visual Display Boards - 50 years
- O. Mirrors Section 10801 - Toilet and Bath Accessories - 5 years
- P. Blinds replacement Section 12500 - Window Treatment - 10 years, 2 year labor
- Q. Mechanical Section 15000 - General Requirements: Entire Mechanical, Plumbing, HVAC & Sprinkler Systems - 2 years, 3 years for system leakage, A/C Compressor - 5 years.

### 3.3 End of Warranty Inspection:

- A. Each warranty shall include a provision to allow for extension at Contractor's expense if end of warranty inspection is not scheduled before end of warranty period. See Section 01700 "Closeout Procedures", Paragraph 3.6. Provision shall also apply to site inspection/acceptance meeting and associated plantings, see Section 02900.

**END OF SECTION**