

SECTION 017836

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for preparing and submitting warranties and bonds required by the General Conditions, including Manufacturer's standard warranties on products and special warranties.

1.2 RELATED WORK

- A. The Contract Documents include, but are not limited to, the following related requirements:
1. Refer to General Conditions for the general requirements relating to warranties and bonds.
 2. General closeout requirements are included in Section 017710 Project Closeout.

1.3 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers within ten (10) days after completion of the applicable item of Work. Except for items put into use with the City's permission, leave date of beginning of time of warranty open until the date of substantial completion is determined. All warranty coverage shall be extended directly to the benefit of the City.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or Manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the City for approval prior to final execution.

1.4 TIME OF SUBMITTAL

- A. For equipment or component parts of equipment put into service during construction with the City's permission, submit documents within ten (10) days after acceptance.

- B. Make other submittals within 10 days after date of Final Completion, prior to the final application for payment.

1.5 FORM OF SUBMITTALS

- A. Bind in new, commercial-quality, 8-1/2 inches X 11 inches, three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS," with title of Project; name, address and telephone number of Contractor; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Contract Documents, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of the responsible principal.
- E. Provide an electronic pdf copy of all warranties submitted.

1.6 WARRANTY REQUIREMENT

- 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 such 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 has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 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. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the City has benefited from use of the Work through a portion of its anticipated useful service life.
- D. City's Recourse: Written warranties made to the City are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods

be interpreted as limitations on time in which the City can enforce such other duties, obligations, rights, or remedies.

- E. Rejection of Warranties: The City reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The City reserves the right to refuse to accept Work for the project where a special warranty, certification, or similar commitment is 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.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, Manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.7 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual Manufacturers for particular products and are specifically endorsed by the Manufacturer to the City.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the City.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION