

**SECTION 017836**  
**WARRANTIES**

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Within this Section, the term Warranty shall be used to mean warranties of various types, equipment performance certifications, and similar performance guarantees.
- B. Within this Section, the term Product shall be used to mean equipment, systems, products, components, and other similar aspects of the Work that have a manufacturer's or installer's warranty.

1.02 GENERAL WARRANTY REQUIREMENTS

- A. Basic construction warranty of work is outlined in the General Conditions of the Contract.
- B. Requirements for a Maintenance Bond, if required, were outlined in the Invitation for Bids.
- C. Specific Product warranties are identified in the various Technical Specification sections.
- D. Each Separate Prime Contractor shall provide the basic construction warranty, shall provide his own Maintenance Bond, if required, and shall be responsible for any required Product warranties, related to his own Contract.
- E. 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.
- F. Written warranties made to the University are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under law. Warranty periods shall not be interpreted as limitations on time in which the University can enforce such other duties, obligations, rights, or remedies as established by the Uniform Commercial Code (UCC).
- G. The University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- H. Where a special warranty is required on the Work or part of the Work, the University reserves the right to refuse to accept the Work until the responsible entities countersign such warranty.
- I. Upon determination by the University that Work covered by a warranty has failed, the Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of Contract. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the University benefits from use of the Work through a portion of its anticipated useful service life.
- J. When correcting warranted Work that has failed, the Contractor shall 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.

- K. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, the warranty shall be reinstated by the Contractor by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- L. In the event the Contractor fails to commence and diligently pursue any warranty work required, the University may have the work performed by others, and after completion of the work, charge the cost of the work, and any reasonable and necessary expenses associated with the work incurred by the University, to the Contractor. In the event sufficient funds are not remaining in the Contract to cover the cost and expenses incurred, the University will have the right to recoup expenses by other legal means.

#### 1.03 WARRANTY PERIODS

Warranties shall commence on the Substantial Completion Date, unless one of the following apply.

- A. The Certificate of Substantial Completion designates a warranty commencement date, other than the Substantial Completion Date, for certain Work or portions of Work.
- B. By separate agreement between the Contractor and the University, a designated and completed portion of the Work is occupied or used by the University during the construction period, in which case any warranty related to that Work or portions of the Work shall commence when the occupancy or use begins.

#### 1.04 SUBMITTAL OF PRODUCT WARRANTIES

- A. Written product warranties shall be submitted to the University within fifteen (15) days of Substantial Completion. If another date is specified per paragraph 1.03 above, written warranties shall be submitted within fifteen (15) days of that other date.
- B. When a special warranty is required to be executed by the Contractor, or by the Contractor and a subcontractor, supplier, or manufacturer, the Contractor shall prepare a written document for execution by the required parties that contains appropriate terms and identification. A draft of the written document shall be submitted to the University for acceptance prior to final execution.
- C. When Operating and Maintenance Manuals are required for warranted construction, an additional copy of each required warranty shall be provided, as necessary, with each Operating and Maintenance Manual.

#### 1.05 SUBMITTAL OF WARRANTY PLAN

- A. Each Separate Prime Contractor shall prepare and submit a Warranty Plan which outlines the responsibilities and procedures to address warranty issues arising from the Contract and the Work. Each Separate Prime Contractor's Warranty Plan shall include information relative to his own portion of the Work and to product warranties related to his own Contract.
- B. Prior to Substantial Completion, the Contractor shall meet with the University to develop a mutual understanding with respect to the requirements of the Warranty Plan. Communication procedures for notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the University for the execution of the warranty shall be established and reviewed at this meeting. Based on the information provided at the meeting, the Contractor shall submit to the University a written Warranty Plan.
- C. The Warranty Plan shall generally include all information required to assure that the University receives all warranties to which it is entitled and can take action with respect to calls against the warranties. The Plan shall be in sufficient detail to render it suitable for use by future

University operations and maintenance personnel, and tailored as appropriate for the specific Contract.

D. The Warranty Plan shall include the following information.

1. The Plan shall identify key personnel associated with the warranty process, to include their specific roles and responsibilities, and their telephone numbers and other means of contact. Key personnel should be from within the organizations of the Contractor, subcontractors, manufacturers, and suppliers involved. The Contractor may choose to furnish the name, telephone number and address of a licensed and bonded company, other than itself, authorized to directly initiate and pursue warranty work on its behalf. Doing so does not relieve the Contractor of any of its responsibilities in connection with their responsibility for warranting the Work.
2. The Plan shall provide a list of all product warranties and special warranties required by the Contract Documents. This list shall also provide the status of delivery of each of these warranties.
3. The Plan shall provide a list of each warranted product. This list shall include the following:
  - a. name of item
  - b. model number
  - c. serial number
  - d. location where installed
  - e. name and phone numbers of manufacturer
  - f. name and phone numbers of installer
  - g. names, addresses, and telephone numbers of sources of spare parts
  - h. organization, names, and phone numbers of persons to call for warranty service
  - i. typical response time and repair time expected for various warranted equipment
  - j. term of warranty (starting point and end point of warranty period)

1.06 TEN-MONTH WARRANTY INSPECTION

- A. Ten (10) months after the date for Substantial Completion, the University will conduct an inspection of the facility, and based on the inspection, prepare and provide to the Contractor a list of warranty work items that are required to be replaced or repaired under the terms of the warranty provisions of the Contract. The Contractor may be invited to participate in this inspection, but his participation is not mandatory.
- B. Upon receipt of the list of warranty work items, the Contractor shall provide to the University a response containing his planned actions and dates for those actions relative to the identified warranty work items. The Contractor shall complete all work items not later than twelve (12) months after the date for Substantial Completion.

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION 017836