

SECTION 01740

WARRANTIES

PART 1 GENERAL

NOTE TO SPECIFIER: Modify this section upon advice from the Board's legal counsel and M-DCPS Department of Facilities Design and Quality Control.

1.01 SUMMARY

- A. Work Includes: General administrative and procedural requirements for manufacturers' standard or special warranties on products as specified.
B. Related Sections:
1. 01700 - Project Closeout.
2. 01730 - Operation and Maintenance Data.
C. Disclaimers and Limitations: Manufacturers' disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work incorporating the products, nor does it relieve suppliers, manufacturers, or subcontractors required to countersign special warranties with the Contractor.

NOTE TO SPECIFIER: Delete the next paragraph if the work is performed under a single contract.

- D. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

1.02 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 Board.
B. Special Warranties are written warranties required by or incorporated in the Construction Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Board.

1.03 WARRANTY REQUIREMENTS

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A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work damaged because of such failure or that must be removed and replaced to provide access for correction of warranted Work, at no cost to the Board.

1. Correction of work shall include shipping, labor, supervision, and related work involved in replacing defective parts or materials provided by manufacturers under their warranties.

NOTE TO SPECIFIER: The original warranty starts on the date of substantial completion. Indicate exceptions to these requirements in individual sections. Check each warranty for special extensions.

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.

NOTE TO SPECIFIER: Expand the following paragraph to provide proportional cost sharing, depending upon when the item failed during its useful life. Specify exceptions in individual sections.

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 Construction Documents.

D. The Board's Recourse: Written warranties made to the Board 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 Board can enforce other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Board reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Construction Documents.

E. Warranties made by subcontractors to the Contractor are a part of the Contractor's responsibility to the Board.

F. The Board reserves the right to refuse acceptance of

Work 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 have done so.

1.04 SUBMITTALS

- A. Submit written warranties to the A/E before the date certified for Substantial Completion. If the A/E's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work or a designated portion of the Work, submit written warranties upon request of the A/E.

NOTE TO SPECIFIER: Revise the next paragraph, in the event of partial occupancy.

- 1. When a designated portion of the Work is completed and occupied or used by the Board by separate agreement with the Contractor during the construction period, submit properly executed warranties to the A/E within 15 days of completion for the designated portion of the Work.
- 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 containing appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Board through the A/E for approval before final execution.
 - 1. Refer to individual Sections of Divisions 2 through 16 for specific content requirements and requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion, compile 2 copies of each required warranty properly executed by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the specifications.
- D. Provide warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders.
 - 1. Use thicknesses as necessary to accommodate contents and sized to receive 8-1/2" by 11" paper.

2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES," the Project title or name, and the name of the Contractor.
3. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark tabs to identify products or installations.
4. Provide a typed description of the product or installation, including the name of the product.
5. Give reference to the applicable specification section, and the name, address, and telephone number of the installer.

NOTE TO SPECIFIER: Coordinate the requirement below with section "Project Closeout" or "Operating and Maintenance Data".

6. 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.

PART 2 NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the following Sections:

NOTE TO SPECIFIER: Delete sections not required and insert additional special warranties to suit project requirements.

SITework

- 02865 Running Track Surface: 5 year written warranty of track surface to be free from defects in materials and installation from manufacturer.
- 02900 Landscaping: Limited to 60 and 90 days after project acceptance.

THERMAL AND MOISTURE PROTECTION

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- 07120 Fluid Applied Waterproofing: 5 years for "watertight integrity".
- 07121 Fluid Applied Waterproof Wall Coating: 10 years.
- 07310 Shingles: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07320 Clay Barrel Tile Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07321 Barrel Clay Tile Roofing (Historical Buildings Only): 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07322 Spanish "S" Clay Tile Roof: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07323 Flat Clay Tile Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07324 Concrete Tile Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07525 SBS Modified Bitumen Mineral Surfaced Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07530 Fully Adhered Thermo-Plastic Sheet Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07533 Mechanically Attached Thermo-Plastic Sheet Roofing: 5 years for labor and materials from contractor and 20 years for labor and materials from manufacturer.
- 07600 Flashing and Sheet Metal: 20 years from manufacturer for repair and replacement and 5 years for labor.
- 07716 Roof Expansion Joints: 20 years from manufacturer for repair and replacement and 5 years for labor.
- 07722 Roof Scuttles: 20 years from manufacturer for repair and replacement and 5 years for labor.
- 07820 Metal Framed Skylights: 20 years from manufacturer for repair and replacement and 5 years for labor.
- 07900 Joint Sealers: 10 years from manufacturer for repair and replacement and 2 years for labor.

DOORS AND WINDOWS

- 08210 Wood Doors: Warranty for lifetime of installation.
- 08212 Plastic Faced Flush Wood Doors: Warranty for lifetime of product.
- 08350 Folding Doors: 3 years against defects in material or installation.
- 08520 Aluminum Windows: 3 years for aluminum window, 5 years for polycarbonate glazing.

FINISHES

09682 Carpet (Tufted): Warranty 2 years from Contractor, 10 years from carpet manufacturer against wear.

SPECIALTIES

10100 Chalkboards, Markerboards, Tackboards, and Bulletin Board Cabinets: Manufacturer's standard 50 year warranty.
10170 Solid Plastic Toilet Partitions: Warranty 10 years for product and installation.
10625 Operable Partitions: Warranty 3 years for defects in material or installation.

EQUIPMENT

11132 Projection Screens: 5 years unconditional warranty against defects in material and labor.
11400 Insulated Cold Storage Rooms: Warranty 10 years for material and labor, 1 year for hardware, accessories, and electrical components, lights, and refrigeration systems.
11416 Serving Line Equipment and Units: Warranty comprehensive description for 1 year.
11480 Gymnasium Physical Education Equipment: Manufacturer's standard warranty on sports and physical education equipment including accessories, materials, and quality of construction or not less than 1 year.
11485 Scoreboards and related components: Warranty 1 year for defects in materials and construction.

FURNISHINGS

12710 Fixed Seating (Elementary and Junior): Warranty 5 years for materials, 1 year for labor.
12711 Fixed Seating (Senior High's): Warranty 5 years for materials, 1 year for labor.

MECHANICAL

15010 General Provisions: Furnish the Board copies of all warranties extending beyond the period specified in General Conditions.
15371 Kitchen Hood and Duct Fire Protection: Modifies 1 year warranty extensively.
15484 Fuel Oil System (Plumbing): Extend warranty to 20 years against corrosion.
15545 Water Treatment: Require approval and acceptance from manufacturer's warranty for each component and the water treatment system.
15684 Rotary Screw Water Chillers: 5 year parts, refrigerant, oil,

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and labor warranty from date of chiller start up

ELECTRICAL

- 16620 Standby Emergency Generator: 5 year warranty.
- 16630 Battery Powered Emergency Incandescent Lighting Units: 3 years unconditional, 5 years pro-rata.
- 16721 Fire Alarm System (New Buildings): 1 year and requiring trained specialist to service the fire alarm.

END OF SECTION