

**NEW PASSENGER TERMINAL  
DULUTH INTERNATIONAL AIRPORT  
DULUTH, MINNESOTA**

**SECTION 01740 – WARRANTIES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the work and special warranty of workmanship and materials.
- B. The Contractor will provide a warranty on all project work (including that added by subsequent change order after execution of the construction contract) for a period of one (1) year following the formal declaration of Substantial Completion. This one (1) year warranty will be separate from and in no way affect other standard product / manufacturer or workmanship warranties that extend beyond this one (1) year period for goods and services provided to this project.
- C. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Division 1, Section 01300 - SUBMITTALS specifies procedures for submitting warranties.
  - 2. Division 1, Section 01700 - CONTRACT CLOSEOUT specifies contract closeout procedures.
  - 3. Divisions 2 through 16 sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- D. 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. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace other work that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- 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 the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the work or part of the work, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.4 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect'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 Architect.
  - 1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 16 sections for specific content requirements and particular requirements for submitting special warranties.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. 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-inch paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed

- description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES AND BONDS," Project title or name, and name of the Contractor.
  3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01740