**NOTES TO ARCHITECT/ENGINEER (A/E) & DAS/CS PROJECT MANAGER:**

This version of the Division 01 General Requirements is for **ALL** CT Department of Administrative Services (DAS) Construction Services (CS) **Design-Bid-Build (DBB) AND Construction Manager at Risk (CMR) Capital Construction Projects.**

NOTE: Section 01 78 30 Warranties and Bonds includes administrative and procedural requirements for warranties and bonds as required by the Contract Documents, including manufacturers’ standard warranties on products and special warranties. Edit paragraphs carefully to reflect specific project requirements, or delete them if they do not apply.

**EDITING:** To Show the Editing Notes in this MS Word document the show/hide symbol (¶) button must be must turned on in the MS Word Toolbar. To print this document show/hide symbol (¶) must be turned off in the MS Word Toolbar, this will enable the document to indicate the correct number of total pages.

**TEXT:** The below **blue text** are project specific information that must be completed by the A/E as applicable to the specific project. When complete change **blue text** to **black text.** The ***bold and italicized text*** is for example purposes only and must be modified and edited by the A/E to make it project specific. For **text boxes**, left click on **Insert** and then insert project specific information over the word **Insert** in the underlined space.

**TABLES:** To view the Table Grid in this MS Word document, click inside any table, then go to the **Table Tools > Layout** tab, **Table** group, and click **View Gridlines.**

**HEADERS: The header** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the header shown herein. The header of each page shall contain the Section Number, the Section Title, and the page number & number of pages as shown herein.

**FOOTERS: The footer** for each page of the Project Manual shall match the format, font (Arial), size (9 pt), font style (BOLD & CAPITALIZED) and line borders, of the footer shown herein. The footer shall contain the project number in the right hand side as shown herein. The revision date in the left side of the footer is to remain as it is for Department informational purposes only and should not be altered by the Architect/Engineer.

**SECTIONS AND PARAGRAPHS:** If a **Section** is not part of the project scope, **do not use** the Section in the General Requirements. Check “**NOT USED**” in the Table of Contents. **DO NOT delete** the Section title from the Table of Contents.

If a **Paragraph** is not applicable to the project, **delete the contents** of the Paragraph and renumber the subsequent Paragraphs. Edit **Paragraphs** carefully to reflect specific project requirements. DO NOT include Paragraphs or parts of Paragraphs in the project manual, which have no applicability to the specific project. KEEP IN NUMERICAL SEQUENCE and re-number as necessary.

**GENERAL CONDITIONS:** Please review the General Conditions carefully and coordinate the requirements of those Articles including the Definitions.

**DIVISION 01 SECTIONS** are the organizational key of the Project Manual. All revisions to this Division are the responsibility of the A/E. Division 01 must be closely coordinated with Division 00, Divisions 02 through 49, Division 50 (Project-Specific Available Information), the Drawings, and the Department’s Consultant Bid Data Statement (Form 6005, to be filled out by the A/E for bidding).

**IMPORTANT NOTE REGARDING “HIDDEN TEXT”:**

Each document contains Editing Notes in the form of “hidden text”. The Editing Notes assist the Architect in modifying and editing the document to make it project-specific. In order to show the “hidden text”, click the **Home** tab, and in the **Paragraph** group, click the **Show/Hide** symbol (¶). **Turn off** the Show/Hide symbol (¶) **before printing the document** in order to indicate the correct number of pages. **DELETE THIS NOTE.**

**IMPORTANT NOTE REGARDING FORMATTING:**

Insert a blank page at the end of all *odd numbered* specification sections that states “THIS PAGE INTENTIONALLY LEFT BLANK”. **DELETE THIS NOTE.**

# PART 1 – GENERAL

## RELATED DOCUMENTS

### Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

NOTE: Revise paragraphs below with the advice of the owner's counsel. Avoid special warranties if possible..

## SUMMARY

### This Section includes 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.

### **Related Sections:** The following Sections contain requirements that relate to this Section:

NOTE: Revise subparagraphs below to suit project circumstances:

#### Division 01 Section 01 33 00 "Submittal Procedures" specifies procedures for submitting warranties.

#### Division 01 Section 01 77 00 "Closeout Procedures" specifies contract closeout procedures.

#### Division 01 Section 01 78 23 "Operation and Maintenance Data" specifies required operation and maintenance data.

#### Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

NOTE: Review limitations below with the Project Manager and AG to determine if exceptions or modifications are necessary.

### **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.

NOTE: Insert specific requirements where a single warranty must cover work by several prime contractors. Prepare a draft of such warranty with the advice of the Project Manager and AG and include it at the end of this section.

## WARRANTY REQUIREMENTS

NOTE: Retain paragraph below. Insert allowable exceptions here or in individual sections.

### **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

NOTE: Modify paragraphs below as necessary to establish requirements to reinstate the warranty after failure. Consult the Project Manager and AG when in doubt. The original warranty starts on the date of substantial completion. See Supplementary Conditions. Indicate exceptions to these requirements in individual sections. Check each warranty for special extensions.

### **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.

### **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.

### **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.

NOTE: Retain paragraph below. It may make the Owner's position more secure if compromises are necessary and set the stage for recovery in the event of product failure.

### 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.

### The Contractor shall guarantee all materials and workmanship for a period of **eighteen** **(18)** months from the date of Substantial Completion of the Work. In addition, the Contractor shall furnish the warranties listed below. Submit four (4) copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.

### **Specification/Warranty Table:** The General Contractor shall provide for all warranties as shown in the Specification/Warranty table:

### **NOTE:** Architect/Engineer must edit the following table to suit the subject project and by adding the 4 digits of the first two (2) digits provided (6-digit CSI number) to be used in each specification. The list gives the minimum acceptable warranty and/or guaranty and/or terms for the products and work specified.

|  |
| --- |
| **Specification / Warranty Table** |
| **Item No.** | **Section No.** | **Specification Product/Warranty** |
|  |  |  |  |
| **1.** | **03** | **Insert** | **Floor hardener:**  |
|  |  | **5** | year, material and workmanship. |
| **2.** | **05** | **Insert** | **Expansion Joint Covers:**  |
|  |  | **5** | year material & workmanship. |
| **3.** | **07** | **Insert** | **Single-Ply Membrane Roofing, Base Flashing and Insulation:**  |
|  |  | **25** | year unlimited, materials and installation [the manufacturer’s no dollar limit (NDL) warranty], and; |
|  |  |
|  |  | **2** | year General Contractor’s warranty for installation. |
| **4.** | **07** | **Insert** | **Built Up Roofing (BUR) and Modified Asphalt Roofing, Base Flashing, and Insulation:**  |
|  |  |  | **20** | year unlimited materials and Installation [the manufacturer’s no dollar limit (NDL) warranty], and; |
|  |  |  | **2** | Contractor’s warranty for installation. |
| **5.** | **07** | **Insert** | **Metal Roofing and Siding:**  |
|  |  | **20** | year against rupture, cracks or perforation due to corrosion, and;  |
|  |  | **20** | year for fluorocarbon finish (if used) against peeling, blistering, fading and chalking as limited by industry standards, and; |
|  |  |
|  |  | **10** | year weathertightness warranty by General Contractor’s installer. |
| **6.** | **07** | **Insert** | **Copper Roofing:**  |
|  |  | **10** | year against rupture, cracks or perforation due to corrosion and including materials and workmanship. |
|  |  |
| **7.** | **07** | **Insert** | **Vents and Hatches:** |
|  |  | **5** | year product and installation, including weathertightness. |
| **8.** | **07** | **Insert** | **Waterproofing:**  |
|  |  | **5** | year material and workmanship. |
| **9.** | **07** | **Insert** | **Water Repellent:**  |
|  |  | The term offered for the Specific product. |
| **10.** | **07** | **Insert** | **Exterior Expansion Joint Covers:**  |
|  |  | **5** | year material and workmanship, including weathertightness. |
| **11.** | **07** | **Insert** | **Wood Shingles** (roofing, siding)**:**  |
|  |  | **10** | year for material and workmanship. |
| **12.** | **07** | **Insert** | **Exterior - Interior Caulking and Sealants**:  |
|  |  | **5** | year, material and workmanship. |
| **13.** | **07** | **Insert** | **Metal Flashing and Sheet Metal:**  |
|  |  | **3** | year, material and workmanship. |
| **14.** | **07** | **Insert** | **Asphalt Roof Shingles:** |
|  |  | **25** | year, material pro-rated. |
| **15.** | **07** | **Insert** | **Asphalt Roof Shingles Installation:**  |
|  |  | **15** | year, workmanship, pro-rated. |
| **16.** | **08** | **Insert** | **Solid Wood Core and Mineral Core doors:**  |
|  |  | Lifetime for interior doors. |
|  |  | **5** | year for exterior doors. |
| **17.** | **08** | **Insert** | **Overhead Doors** (coiling or sectional)**:**   |
|  |  |  | **5** | year material and workmanship. |
| **18.** | **08** | **Insert** | **Skylights:** |
|  |  |  | **5** | Year product and installation, including weathertightness. |
| **19.** | **08** | **Insert** | **Closers, Locksets, Exit Bolts:** |
|  |  |  | Longest term offered by manufacturer for grade/class of particular item, material and workmanship. |
|  |

|  |
| --- |
| **Specification / Warranty Table** (Continued) |
| **Item No.** | **Section No.** | **Specification Product/Warranty** |
| **20.** | **08** | **Insert** | **Insulating glass:**  |
|  |  |  | **10** | year against failure of hermetic seal, interpane dusting, or misting including replacement of unit. |
| **21.** | **08** | **Insert** | **Windows:**  |
|  |  |  | **5** | year material and workmanship including weathertightness. |
| **22.** | **08** | **Insert** | **Laminated Glass:**  |
|  |  |  | **10** | year against delamination. |
| **23.** | **08** | **Insert** | **Storefront/Curtain Wall:**  |
|  |  |  | **5** | year material and workmanship (insulating glass separate). Air and water infiltration and strength to specified AAMA designation. |
| **24.** | **09** | **Insert** | **Carpet:**  |
|  |  |  | **10** | year wear and color fastness, and; |
|  |  |  | **3** | year installation. |
| **25.** | **10** | **Insert** | **Operable Partitions:**  |
|  |  |  | **5** | Years, material, and workmanship. |
| **26.** | **10** | **Insert** | **Mirrors:** |
|  |  |  | **15** | years against silver spoilage. |
| **27.** | **14** | **Insert** | **Elevators and Wheelchair Lifts:**  |
|  |  |  | **18** | months for material, workmanship, and installation. |
| **28** | **22** | **Insert** | **Electric Heating Cable:** |
|  |  |  | **10** | years, material, and installation. |
| **29** | **22** | **Insert** | **Water Softener:** |
|  |  |  | **10** | years, material, and installation. |
| **30** | **22** | **Insert** | **Instantaneous Heat Exchangers:** |
|  |  |  | **1** | year, material, and installation. |
| **31** | **23** | **Insert** | **Fuel Storage Tank:** |
|  |  |  | **30** | years, material, and installation. |
| **32** | **23** | **Insert** | **Compressors and Pumps:** |
|  |  |  | **5** | years, material and installation, |
| **33** | **26** | **Insert** | **Dimming Controls:** |
|  |  |  | **8** | years, material and installation, |
| **34** | **26** | **Insert** | **Switchboards and Panels:** |
|  |  |  | **5** | years, material and installation, |
| **35** | **26** | **Insert** | **Engine Generators:** |
|  |  |  | **10** | years, material and installation, |
| **36** | **26** | **Insert** | **Uninterruptable Power Supply:** |
|  |  |  | **3** | years, material and installation, |
| **37** | **26** | **Insert** | **Emergency Lighting Batteries:** |
|  |  |  | **10** | years, material and installation, |
| **38** | **26** | **Insert** | **Lighting Ballasts:** |
|  |  |  | **5** | years, material and installation, |
| **39** | **32** | **Insert** | **Plant Material, Turf and Grasses:** |
|  |  |  | **24** | months, material and installation, and growth. |

### Submit certification that finish materials are fire rated as specified.

### Form of Warranty: Warranties shall be submitted in following format:

|  |
| --- |
| **Warranty** |
|  |
| ***Commissioner:*** *(Insert Commissioner’s Name)* |
| ***Department of Administrative Services*** |
| ***DAS Commissioner’s Office*** |
| ***450 Columbus Boulevard, Suite 1501*** |
| ***Hartford, CT 06103*** |
|  |
| ***Project Number:*** *(Insert DAS/CS Project Number)* |
| ***Project Title:*** *(Insert DAS/CS Project Title)* |
|  |
| ***I (We) hereby warranty*** |
|  |
| ***the*** |  | ***work on the referenced project for a period of*** |  | ***years*** |
|  |
| ***from*** |  | ***, 20*** |  | ***against failures of workmanship and materials in accordance*** |
|  |
| ***with the requirements of Section*** |  | ***, Page*** |  | ***, Paragraph*** |  | ***, of the Specifications.*** |
|  |
| ***Installer [ ]***  | ***Subcontractor [ ]***  | ***Vendor/Suppliers [ ]***  | ***Manufacturer [ ]***  |
|  |  |
| ***Installer or Subcontractor or Vendor/Suppliers or Manufacturer Name:*** |  |
|  |  |
| ***Installer or Subcontractor or Vendor/Suppliers or Manufacturer Signature:*** |  |
|  |  |
| ***General Contractor’s*** ***Name*** |  |
|  |  |
| ***General Contractor’s*** ***Signature:*** |  |
|  |  |
| ***or*** |  |
|  |  |
| ***General Contractor’s******Authorized Agent Signature:*** |  |
|  |  |

### Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services on companies’ standard form.

### Warranties, Guarantees, or bonds supplied by the General Contractor’s Subcontractors or Vendors/Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the General Contractor to be for the product and installation on the project and must be countersigned by the General Contractor.

### Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services, on company’s standard form.

### Guarantees, warranties or bonds supplied by Subcontractors, Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the Contractor to be for the product and installation on the project and must be countersigned by the Contractor.

## SUBMITTALS

### Submit written warranties 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.

### Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.

#### 1. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

NOTE: Delete paragraphs below for small projects with only a few warranties.

### **Form of Submittal:** At Final Completion compile **two (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.

NOTE: Modify paragraph below to suit project.

### 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.

#### 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.

#### Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

NOTE: Coordinate requirement below with Division 01, Sections 01 77 00 "Closeout Procedures" and/or 01 78 23 "Operation And Maintenance Data." Make certain there are sufficient copies of warranties for inclusion in the manuals.

#### 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 01 78 30