



## CONTRACTOR WARRANTY

Bid Package/Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

**Work** – means all work performed by Contractor under the contract referred to above.

**Owner** – means the person or entity identified as such in the agreement and is referred to throughout the warranty form as if singular in number.

**Contract Documents** – means Contract Documents for the contract between the Owner and Contractor referred to above.

### I. CONTRACTOR'S WARRANTIES AND CORRECTION OF WORK

- A. The Contractor warrants to the Owner that all parts, materials, components, equipment and other items used to perform the work are new (unless otherwise specified in the Contract Documents) and suitable for the purpose used and will be of good quality, free from faults and defects and in conformance with the Contract Documents. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- B. The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the Work which contain faults or defects whether such failures are observed by the Owner or Architect before or after Completion of the work as defined in the Contract and referred to above. The Contractor shall bear all costs of correcting such Work covered by the warranties described in this document. The Contractor's warranties shall continue for a period of \_\_\_\_\_ year(s) after the date of Completion of the work as defined in the Contract referred to above or such longer period of time as may be prescribed by the terms of any special warranties required by the Contract Documents. Any such special extended warranties are listed at the end of this document. The obligations of this Contractor warranty shall survive termination of the Contract.
- C. All warranties and guarantees of the Contractor, Subcontractors or its manufacturers and suppliers express or implied, for any part of the work and any materials used therein shall be obtained and enforced by the Contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the Owner.
- D. The Contractor certifies that it has obtained all warranties required by the Contract Documents in the appropriate form from subcontractors and manufacturers and will provide the Owner with executed copies of these warranties prior to Final Completion of



the Contract.

**II. PERFORMANCE DURING WARRANTY PERIOD**

A. The Owner will notify the Contractor of the Work which it finds does not satisfy the warranties described in Paragraph I. above, hereinafter referred to as Defective Work, and the Contractor shall, within the time set forth in the notice, which time shall not be unreasonable, begin to repair, replace or otherwise correct the Defective Work. Under emergency conditions, the Contractor shall immediately correct the Defective Work. Should the Contractor fail to begin such work within such period, the Owner may make the repairs or replacements at the expense of the Contractor. If the Owner determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, the Owner may proceed without notice to the Contractor but at the expense of the Contractor.

**III. CONTRACTOR’S SPECIAL EXTENDED WARRANTIES AND OTHER WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS**

(Copies of applicable pages from the Technical Specifications are attached.)

Listed below are Contractor warranty requirements and warranty periods specifically required by the Contract Document Technical Specifications. The fact that warranty requirements or warranty periods for all work performed by the Contractor are not listed in the Technical Specifications does not affect or limit the Contractor’s general warranty described in Paragraph I. of this Warranty.

<u>Specification Number</u>	<u>Warranty Period</u>

**IV. MANUFACTURERE WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS**

(Copies of applicable Technical Specification are attached.)

Listed below are the manufacturer’s warranties required by the Contract Documents. These warranties are attached.

<u>Specification Number</u>	<u>Warranty Period</u>
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CONTRACTOR:

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ASSIGNMENT OF WARRANTY

The Contractor hereby assigns this Warranty and the manufacturer's warranties listed above and attached hereto to the Owner (except those that may be listed below), but such assignment shall not affect the Owner's obligation to enforce such warranty as provided under the General Conditions of the Contract referred to above and such assignment does not affect the Owner's warranties described in the General Conditions or elsewhere in the Contract Documents.

CONTRACTOR:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_