

READ THIS FIRST

This Project Spec Document may need additional modifications to suit your project. It is recommended that you proofread each section, paying attention to any “Notes” boxes such as this one--you should remove these “Notes” sections as you go. Also, do a search for all bracket characters “ [] “ as they are used to show you areas containing options or project specific details (you can use Microsoft Word’s Find feature {Ctrl-F} to jump to an open bracket “ [“ character quickly). Again, these bracket characters should be removed.

It is important that every paragraph be numbered to allow for easy referencing. If you use the document’s built in styles and formatting your outline should be fine (turn on the formatting toolbar by going to View > Toolbars > Formatting). Most paragraphs will use the style “Numbered Material” and can be promoted (Shift) or demoted (Shift-Tab).

You should not have to manually enter extra spaces, carriage returns or outline characters such as A, B, C, or 1.01, 1.02; the formatting will do this for you. The entire document is 11 pt. Arial. If you paste items in, you may need to reapply the “Numbered Material” format.

PART 1 GENERAL

1.01 DESCRIPTION

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by Contract Documents, including manufacturers' standard warranties on products and special warranties.

Include specific equipment warranties and any special warranties (ie, landscaping) in the applicable technical section and reference here in paragraph 1.02.

1. Refer to General Conditions for terms of Contractor's overall warranty of the Work.
 2. Specific requirements for Work and products, and installations that are specified to be warranted are included in the technical specifications.
 3. Certifications and other commitments and agreements for continuing services to the Port are specified elsewhere in Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on Work that incorporates products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with Contractor.

1.02 WARRANTY REQUIREMENTS

- A. Replacement Cost: Upon determination that Work covered by warranty has failed, replace or rebuild Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for cost of replacing or rebuilding defective Work regardless of whether the Port has benefited from use of Work through a portion of its anticipated useful service life.
- B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

- C. Reinstatement of Warranty: When Work covered by warranty has failed and corrected by replacement or rebuilding, reinstate warranty by written endorsement. The reinstated warranty shall be equal in all respects to the original warranty duration and coverage.
- D. The Port's Recourse: Written warranties made to the Port are in addition to implied warranties, and shall not limit duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Port can enforce such other duties, obligations, rights, or remedies.
 - 1. Port reserves right to reject warranties and to limit product selections to products with warranties not in conflict with requirements of Contract Documents.
 - 2. Port reserves right to refuse to accept Work for project where a special warranty, certification, or similar commitment is required on such Work or part of Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.03 BOND REQUIREMENTS

Call out bond requirements (i.e., landscaping) if required by the specific project.

1.04 SUBMITTALS

- A. Submit written warranties to the Engineer [sixty (60)] days prior to the Pre-Final Inspection with the draft Operation and Maintenance Data. Warranty start dates commence on the date of the Certification of Substantial Completion or Physical Completion, whichever comes first.
- B. A form for special warranties is included at end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier, or manufacturer. Submit draft to the Engineer for acceptance prior to final submission.
 - 1. Refer to technical specification for submittal of special warranties.
- C. Include final executed sets of all required warranties in the final Operation and Maintenance data submission.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

PART 4 MEASUREMENT AND PAYMENT

- 4.01 No separate measurement or payment will be made for the Work required by this section. The cost for this portion of the Work will be considered incidental to, and included in the payments made for the applicable bid items in the [Schedule of Unit Prices] [Lump Sum price] bid for the Project.

End of Section

SAMPLE

SPECIAL LIMITED PROJECT WARRANTY FOR

WHEREAS, _____

(Contractor),

Address _____

Telephone (____) ____ - ____ ext. _____ has performed _____

(Work) on the following project: _____

Address _____

For the Port of Seattle

and, WHEREAS, the Contractor has agreed to warrant said Work _____

NOW, THEREFORE, the Contractor hereby warrants said Work in accordance with the terms hereof, complying with the terms of the Contract with the Port dated _____, that _____

WARRANTY PERIOD _____, STARTING _____, TERMINATING _____.

IN WITNESS THEREOF, this instrument has been duly executed this ____ day of _____, 20__, for

Contractor _____ as its _____
(typed name) (position)

Name of Firm _____

Address _____

And has been countersigned in accordance with terms and conditions, for the Manufacturer

_____ as its _____
(typed name) (position)

Name of Firm _____

Address _____