

**SECTION 01740
GUARANTEE AND WARRANTY**

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes provisions for Contractor's guarantee and warranty for Work performed.

B. Additional provisions may be included in specific specification sections for individual products or materials.

1.02 GUARANTEE AND WARRANTY REQUIREMENTS

A. The Contractor shall warrant and guarantee that the entire Work constructed under the Contract fully meets all requirements of the Contract, and material furnished by Contractor shall be new and of specified quality, shall be free from defects, shall conform to the Contract Documents, Specifications, and Drawings and will be free from any security interest, lien or other encumbrances.

B. The Contractor shall further warrant and guarantee that all Work, including materials, articles, and equipment furnished by the Contractor under the Contract, shall be free of deficiencies and defects for the guarantee period of 12 months, unless otherwise specified in specific Specifications sections, after the date of the recording of the Notice of Completion, unless otherwise specified in the Contract. Any defective Work corrected during the warranty period shall be similarly warranted for 12 months following its corrections, or for such other period as specified in the Contract.

C. The Contractor shall further warrant and guarantee to make or have made at Contractor's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications or Drawings any part of the Work which during the guarantee period is found to be deficient with respect to any provision of the Specifications or Drawings.

1. If a defect or deficiency is of a kind which in the opinion of the District Engineer requires immediate correction to avoid injury to VCMWD or adversely impacts VCMWD's operations, VCMWD may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay VCMWD invoice for the corrective work.
2. If a defect or deficiency is of a kind which in the opinion of the District Engineer does not require immediate correction but the Contractor has failed to undertake corrective work within 10 work days of receipt of written notice from VCMWD, VCMWD may make or have made such repairs, adjustments, replacements, or other corrective work without waiving any other rights or remedies it may have, at law or otherwise and the Contractor agrees to promptly pay VCMWD invoice for the corrective work.
3. VCMWD will have the right to use deficient material and equipment after installation until it can be taken out of service without expense to VCMWD.

D. The guarantees and agreements set forth herein shall be secured by the “Faithful Performance Bond” furnished by the Contractor to VCMWD at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.

E. The express warranty set forth in the Specifications is exclusive and no other warranties of any kind, whether statutory, oral, written, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply.

F. When guarantee and warranty provisions are started in other sections of the Specifications, the more stringent provisions shall govern.

G. This guarantee is not the exclusive remedy for VCMWD in the event of any breach of this Contract.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01740