01 74 00 Warranties
Revision 01/04/2019

Purpose:
The Architect and/or Engineer shall incorporate the Rice specific requirements indicated in this standard’s section into their design. The Architect and/or Engineer shall further produce project specifications in line with industry standards that are updated to reflect these Rice specific requirements.

1. General
   a. The Contractor will provide a general one year Project Warranty similar to Appendix A.
   b. Special warranties, similar to Appendix B, should be required for all special systems, equipment or construction, and shall be for appropriate periods supported by the manufacturers or industry responsible. The Architect and his consultants shall review with the Rice Project Manager to determine which items will require special warranties and the time period of each such warranty.
   c. Contractor is responsible for all warranties required in the contract documents, even if they exceed the manufacturer’s or subcontractor’s warranty.
APPENDIX A

PROJECT WARRANTY FOR GENERAL CONSTRUCTION

WHEREAS, ____________________________________________ (Contractor), Telephone ( ) ____________________________ has performed general construction work on the following project: ____________________________________________

_____________________________________________________,
Address ____________________________________________,
For ____________________________________________ (Owner),
Address ____________________________________________, and,
WHEREAS, Contractor has agreed to warrant said work to be new, unless otherwise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said work in accordance with terms hereof, complying with terms of Contract with Owner dated _________________, 20 ______, that:

We agree to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials within the warranty period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

All repairs or replacements shall have a warranty period equal to the original warranty period as herein stated, dated from the final acceptance of repairs or replacement.

WARRANTY PERIOD One year, STARTING ________________, TERMINATING ________________.

IN WITNESS THEREOF, this instrument has been duly executed this ____________ day of ____________________, 20 ______, for Contractor by

__________________________________________________________  ________________________________
(signature) (typed name)
as its ____________________.
(position)
APPENDIX B

SPECIAL WARRANTY FOR

WHEREAS, ___________________________ (Contractor), Telephone ( ) ______________________ has performed general construction work on the following project: ____________________________________________,
Address ____________________________,
For ___________________________ (Owner),
Address ____________________________, and,
WHEREAS, Contractor has agreed to warrant said work to be new, unless otherwise specified in the Contract Documents, and that all Work is of good quality, free from faults and defects, and in accordance with the Contract Documents.

NOW THEREFORE, Contractor hereby warrants said work in accordance with terms hereof, complying with terms of Contract with Owner dated ______________________, 20 __________, that:

We agree to repair or replace to the satisfaction of the Architect all work that may prove defective in workmanship or materials within the warranty period, ordinary wear and tear and unusual abuse or neglect excepted, together with all other work which may be damaged or displaced in so doing.

All repairs or replacements shall have a warranty period equal to the original warranty period as herein stated, dated from the final acceptance of repairs or replacement.

WARRANTY PERIOD ______ years, STARTING ________________, TERMINATING ________________

IN WITNESS THEREOF, this instrument has been duly executed this __________ day of ________________ , 20 __________, for Contractor by

_____________________________ __________________________
(signature) (typed name)
as its _________________________
(position)
And has been countersigned in accordance with terms and conditions, for Installer by

_____________________________ __________________________
(signature) (typed name)
as its _________________________
(position)
Name of Firm __________________________
Address _______________________________________