

**SECTION 01611
GUARANTY / WARRANTY**

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall and does hereby warrant and guaranty that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the project by the Board of Public Works, except certain specific items of Work, materials and equipment requiring a guaranty or warranty for a greater period of time as hereinafter specified. In the event, however, that portions of the Work are sufficiently complete to allow use or occupancy by the CITY in the manner and for the purposes intended prior to final completion and acceptance of the project, the guarantee period will commence on the date shown on the Statement of Partial Completion.
- B. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects. The CONTRACTOR shall repair or replace, at no cost to the CITY, any and all such defective Work and all other Work damaged thereby, which becomes defective during the term of the above-mentioned guaranties and warranties.
- C. Within thirty (30) calendar days prior to completion of all Work the CONTRACTOR shall submit to the CITY original copies of all manufacturers guaranties covering all supplied and installed equipment and, where applicable, systems.
- D. In addition to the requirements of INSURANCE, Contract Bonds, of the GENERAL CONDITIONS, it shall be understood that the Surety for the faithful performance bond, submitted in conformance with the terms of the Contract for this project, is liable on its bond for all obligations of the CONTRACTOR including guaranty provisions.
- E. The CONTRACTOR shall, within twenty-four (24) hours of notice from the ENGINEER of any Work not in accordance with the requirements of the Contract, or any defects in the Work, commence and prosecute with due diligence all work necessary to fulfill the terms of this Section and to complete the Work within a period of time as approved by the ENGINEER. The CONTRACTOR shall notify the ENGINEER of the repair schedule before commencing the repairs and notify the ENGINEER to arrange for inspection. The CONTRACTOR shall submit a written report of the defect and methods of correction. In the event of failure by the CONTRACTOR and/or its surety to respond to the notice or to complete the Work required by this Section within the time specified, the CITY shall proceed to have such Work done at the CONTRACTOR's expense. The CONTRACTOR or its Surety shall promptly reimburse the CITY all direct and indirect cost associated with performing this Work.

(END OF SECTION)