



GUARANTEES AND WARRANTIES

RECOMMENDATION:

All guarantee and warranty items exceeding one year in duration and/or having special requirements should be specifically itemized in Division #1, General Conditions of the contract documents, as well as in the appropriate sections of specifications.

COMMENTS:

- A. Guarantees and/or warranties should be based on normal practice, and unrealistic or overly inclusive requirements should be avoided.
- B. As a minimum, the Contract Documents should provide the following information:
 - 1. What is to be guaranteed
 - 2. The extent of the guarantee
 - 3. By whom is the guarantee to be made----The prime contractor, others. Guarantee may require a certificate or a principal guarantee from subcontractor, supplier, and/or manufacturer.
 - 4. How long is the guarantee
 - 5. One year is stipulated in Article 12.2.2 of the 1997 Edition of AIA Document A201.
 - 6. Effective date of guarantee.
 - a) Be specific and document.
 - b) Beginning of guarantee is ideally and normally upon acceptance for beneficial occupancy (or substantial completion) whichever is first, or earlier, if Owner agrees, for roofing, air conditioning, etc.
 - c) If portions of the project are occupied prior to completion or acceptance of the entire project, then guarantees should begin on these portions at the time of occupancy.



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COMMENTS: **(Continued)**

- C. Article 3.5.1, of the 1997 edition of the AIA Document A-201, qualifies the Contractor's warranty by introducing the concept of "product limitations." By doing so, it is acknowledged that in certain instances, defective workmanship may result directly from the nature of the product or material rather than from the Subcontractor's inability to perform. Because the concept of "product limitations" has the potential to be abused, it should be closely monitored by all parties involved.

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