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## Understanding and Maintaining Facility Maintenance and Repair Project Warranties

When was the last time you reviewed your building warranties for owner required maintenance?

Condominium associations are faced with numerous facility maintenance and repair projects (facade and garage repairs, roof repairs/replacements, balcony restoration, windows/doors replacements, etc.), each year. Such projects involve various trades, materials, and their associated warranties. Understanding the protection and value of the warranties and what that protection can provide a condominium association, if any, requires proper interpretation of warranty terms and an in depth understanding of the flow of work and external factors that can hinder, reduce, or even negate warranty agreements.

A warranty is a written guarantee to a purchaser of services, equipment, materials, etc., that promises to repair, replace, and/or compensate the purchaser for all or part of the item if it turns out to be defective, does not perform as described, was improperly installed, or wears out within an agreed upon time frame and under certain conditions. Warranties also often delineate the rights and obligations of both parties in the event of a claim or dispute.

Construction projects involve various warranties primarily from the contractor and the material manufacturer. The responsibility of contracted parties to set warranties into effect and maintain them begins during design development and continues throughout the life of the warranty. Some general guidelines to help understand, initiate, and understand warranties are discussed below.

**Warranties are negotiable.** The terms, amount of coverage, and time frames established for warranties can be negotiated in many cases as part of a construction contract. Extended coverage may result in additional costs and owner responsibilities.

When feasible, select the scope of work so complimentary work items (such as paint and sealants) are performed at the same time, by a single contractor, and using materials from the same manufacturer. This “single source” approach helps assure continuity and compatibility between components and materials as well as the installer. Should one or multiple systems fail, the “source” for the warranty action is then the same and reduces potential confusion and conflict over who the responsible party might be.

• **Performing complimentary work items** simultaneously places those work items on a similar time table for future maintenance and repair needs and improve efficiency of the overall installation. Theoretically then, we expect those items will require similar maintenance and repair needs at or around the same time or

cycle in the future. A chain is as strong as its weakest link. Complimentary work items rely upon one another to maintain their integrity. A new sealant joint adhered to a failed wall or deck coating may perform as intended, but the joint the sealant is intended to protect may still leak because of the failed wall or deck coating. The material and contractor warranty as related to the sealant materials and installation are not affected in this scenario. Repairing the leak, however, requires removal of the recently installed sealant and the original defective coating, proper surface preparation, and installation of new coating and sealant.

• **Using a single source manufacturer** for materials helps assure compatibility between materials, utilizes tried and verified programs through testing and historical data on other projects, and can extend manufacturer warranties. In the scenario above, assume the owner replaces the sealant and coating system as recommended to seal the leaking joint in question. The selected replacement material manufacturers for each system differ and are incompatible. Both the coating and sealant can be installed per manufacturers’ guidelines and perform as intended, but the bond between the sealant and coating may fail due to material incompatibility allowing the joint to leak again. Neither the contractor or material warranties are affected. Repairing the leak requires removal of the newly installed sealant and coating and reinstallation with compatible materials.

**Install mock-ups** to serve as the standard of quality control prior to the start of overall work. Involve the material manufacturer and/or qualified persons to document through monitoring, testing, and basic field reports material and surface preparation, installation procedures and conditions, proper detailing, textures, colors, and all feasible aspects of the installation. Place the mock-up into service for an agreed upon period of time, if possible without delaying the project schedule, to help assure it performs as intended. Leave the mock-up in place and functional during the warranty period, when possible, under the same conditions the remainder of the project will perform. Should a defect emerge during the warranty period, the mock-up and associated documentation prepared during installation will be invaluable.

**Document material installation** through quality assurance check lists, periodic monitoring, testing per manufacturer requirements and industry standards, photo, video, and as-built drawing documentation, field reports, progress meetings, and other acceptable forms of recording project information. Proper documentation can

help identify failure mechanisms should a problem arise and help determine who needs to be involved in the repair process. Periodic monitoring should be performed by qualified individuals including periodic visits by a manufacturer’s representative.

**Ask the material manufacturers’ representatives to explain** to the owner responsibilities for maintaining warranties. Such items may include periodic cleaning, inspections by an agreed upon qualified person, testing, repairs, re-applications, etc. A maintenance log is often required to formally document this work. Not performing the required maintenance could void a 20-year warranty within the first year.

Understand **who is responsible to provide access to defective items** and under which warranty(s). Material warranties often extend beyond the contractor’s warranty. When installation of a key material or system is a driving cost component and impacts a project on a large scale, the manufacturer of the defective material may limit their warranty to material costs only. In such cases, the owner should seek a joint and several or similar type warranty from the contractor and material supplier.

Material costs are often a fraction of the contractor access needs and installation costs. In such a case, the owner may have to pay multiple times for the work even though material costs are covered under warranty. A joint and several warranty is an agreement between the contractor and material manufacturer to jointly replace the defective material and cover costs related to the replacement. As an example, consider the additional costs to the owner in the scenario below, which does not consider disruption to residents and tenants, and their daily activities and usage of the facility in question.

- Removal of original system,
- Install of new defective system,
- Removal of defective system, and
- Install of new system.

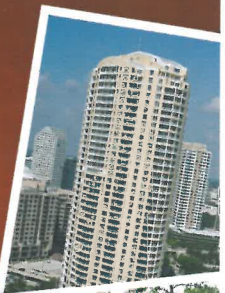
**Establish the date a warranty or warranties start.** This may be the date of substantial completion for the entire project, for a single material at a specific location on the project, for a specific portion of the structure, or may commence at some agreed upon future date. In many cases, a single product or installed system may have several warranty periods depending upon when and where on a project the work was started and completed.

All projects should include a “warranty” review phase. Upon completion of a project, the operating and maintenance manual (O&M manual) should include a section that identifies all project warranties, their start dates, 50 percent or other agreed upon percentage completion, and final dates of effectiveness. Protocol for making a warranty claim should also be identified.

The project team should agree to meet again approximately 50 percent through the overall warranty period to review the current building operation and the condition of the newly installed systems in general. The meeting will include an interview of management staff to help identify problems or concerns they have with installed systems (if any). Suggestions for improvements and maintenance and repair needs at problematic locations should be discussed and recorded and areas that may come under warranty or under the original construction contract should be identified.

By following these guidelines, condominium associations can develop and maintain an effective warranty program that will protect them, limit disruption and service to their property, and save costs associated with defective workmanship and materials on facility maintenance and repair projects. ☐

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