

DOCUMENT 00 6536

## GUARANTY

TO: The CITY OF SANTA CLARITA ("Owner"), for construction of the **City Of Santa Clarita Old Town Newhall Parking Structure – Old Town Newhall Project**, located at the southeast corner of 9<sup>th</sup> Street and Railroad Avenue in the City of Santa Clarita, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Design-Build Team hereby grants to Owner for a period of two (2) years following the date of Final Acceptance of the Work completed, or such longer period specified in Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all design, engineering, professional services, labor, materials and equipment provided by Design-Build Team and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Design-Build Team shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design-Build Team of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design-Build Team shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within two (2) years after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Design-Build Team shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Design-Build Team shall respond within 24 hours after being notified in writing by Owner of any Work not in accordance with the requirements of the Contract or any defects in the Work. Design-Build Team shall commence and prosecute with due diligence all work necessary to fulfill the terms of this Guaranty, and to complete the Work within a reasonable period of time. Design-Build Team shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Team fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Design-Build Team shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Team fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Design-Build Team of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design-Build Team shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Design-Build Team contained in the Contract Documents and not in lieu of any and all other liability imposed on Design-Build Team under

the Contract Documents and at law with respect to Design-Build Team's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design-Build Team under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design-Build Team.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Design-Build Team's name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip code

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