

SECTION 00520

AGREEMENT

Project-Activity Code: T0437

THIS AGREEMENT, dated this _____ [date] day of _____ [Month], 2019, by and between Olympus and Associates, Inc., whose place of business is located at 405 Lovitt Lane, Reno, NV 89506 ("Contractor"), and Sonoma County Water Agency ("Owner"), a public agency of the State of California, acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Board Action on the 23rd day of July, 2019, awarded to Contractor the following Contract:

CONTRACT NUMBER 60-67-7 #5

FORESTVILLE TANKS NO. 1 AND NO. 2
PROTECTIVE COATING REMOVAL AND REPLACEMENT
at
5848 ANDERSON ROAD
FORESTVILLE, CA 95436

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.1 Work of the Contract:

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.2 Price for Completion of the Work:

- A. Owner shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth below:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Safety Program and Implementation	XXXXXX	Lump Sum	XXXXXX	\$ 3,000.00
2.	Storm Water Pollution Prevention Plan and Implementation	XXXXXX	Lump Sum	XXXXXX	\$ 5,000.00
3.	Mobilization/Demobilization	XXXXXX	Lump Sum	XXXXXX	\$ 20,000.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
4.	Dehumidification and Temperature Control	XXXXXX	Lump Sum	XXXXXX	\$ 14,000.00
5.	Interior Blast, Surface Preparation, and Coating Tank 1	XXXXXX	Lump Sum	XXXXXX	\$ 170,000.00
6.	Interior Blast, Surface Preparation, and Coating Tank 2	XXXXXX	Lump Sum	XXXXXX	\$ 331,000.00
7.	Exterior Blast, Surface Preparation, and Coating Tank 1	XXXXXX	Lump Sum	XXXXXX	\$ 117,000.00
8.	Exterior Blast, Surface Preparation, and Coating Tank 2	XXXXXX	Lump Sum	XXXXXX	\$ 185,000.00
9.	Vent Removal, Flange Attachment, and Vent Replacement Tank 1	XXXXXX	Lump Sum	XXXXXX	\$ 8,625.00
10.	Vent Removal, Flange Attachment, and Vent Replacement Tank 2	XXXXXX	Lump Sum	XXXXXX	\$ 8,625.00
11.	Drain Pipe Modification	XXXXXX	Lump Sum	XXXXXX	\$ 5,750.00
12.	Overflow Pipe Modifications	XXXXXX	Lump Sum	XXXXXX	\$ 40,250.00
13.	Electrical Modifications and Lighting	XXXXXX	Lump Sum	XXXXXX	\$ 29,250.00
14.	Miscellaneous Metals	XXXXXX	Lump Sum	XXXXXX	\$ 20,125.00
15.	Disinfection and Biological Testing	XXXXXX	Lump Sum	XXXXXX	\$ 5,000.00
16.	Cathodic Protection System	XXXXXX	Lump Sum	XXXXXX	\$ 46,000.00
17.	All Other Work	XXXXXX	Lump Sum	XXXXXX	\$ 40,250.00
TOTAL					\$ 1,048,875.00

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.1 Commencement of Work:

- A. Contractor shall commence Work on the date established in the Notice to Proceed (Commencement Date).
- B. Owner reserves the right to modify or alter the Commencement Date after the issuance of Section 00550 (Notice to Proceed).

2.2 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within 240 Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work 270 Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.1 Owner's Project Manager:

- A. Owner has designated Mike West, Construction Management Section Manager, as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents.
- B. Owner's Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner's Project Manager and each Owner's Representative are the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.

3.2 Contractor's Project Manager:

- A. Contractor has designated _____ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.1 Liquidated Damage Amounts:

- A. As liquidated damages for delay, Contractor shall pay Owner one thousand nine hundred dollars (\$1,900.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay, Contractor shall pay Owner one thousand dollars (\$1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.2 Scope of Liquidated Damages:

- A. Measures of liquidated damages listed in Paragraphs 4.1A and 4.1B above shall apply cumulatively.

- B. Limitations and stipulations regarding liquidated damages are set forth in Section 00700 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Section 00510	Notice of Award
Section 00520	Agreement
Section 00550	Notice to Proceed
Section 00611	Construction Performance Bond
Section 00612	Construction Labor and Material Payment Bond
Section 00630	Guarantee
Section 00650	Agreement and Release of Any and All Claims
Section 00660	Substitution Request Form
Section 00670	Escrow Bid Documents
Section 00680	Escrow Agreement for Security Deposits in Lieu of Retention
Section 00700	General Conditions
Section 00800	Supplementary Conditions - Insurance and Indemnification
Section 00815	Supplementary Conditions - Apprenticeship Program
Section 00910	Addenda
Specifications	Divisions 1 through 16
Drawings listed in Drawing No. G-01	

- 5.2 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified, or supplemented as provided in Section 00700 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.1 Terms and abbreviations used in this Agreement are defined in Section 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 6.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 6.3 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.4 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code Section 4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
Fowler Electric 44 Sprauer Rd. Petaluma, CA 94952	Bid Item 13 - Electrical upgrades/modifications	632186
Accurate Corrosion Control, Inc. (ACCI) 5627 Stoneridge Dr. #324 Pleasanton, CA 94588	Bid Item 16 - Cathodic Protection	65413
Champion Scaffolding 1563 Solano Ave., #332 Berkeley, CA 94707	Containment	935850
Paso Robles Tank, Inc. 3883 Wentworth Hemet, CA 92545	Bid Item 9, 10, 11, 12, 14 - Tank modifications and upgrades	784971

6.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.6 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Sonoma.

///

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Reviewed as to substance by Owner:

Grant Davis, Water Agency's General Manager

Reviewed as to funds by Owner:

Division Manager - Administrative Services

Reviewed as to form by County Counsel:

Deputy County Counsel

Certificates of Insurance and Guarantee are on
file with and reviewed as to substance for
Owner by:

Contract Administration/Inspection Date

Attest:

Clerk of the Board of Directors

CONTRACTOR:

[Contractor's name]

By: _____

[Signature]

[Please print name here]

Title: _____

[If Corporation: Chairman, President, or Vice
President]

By: _____

[Signature]

[Please print name here]

Title: _____

[If Corporation: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer]

OWNER:

SONOMA COUNTY WATER AGENCY, a
Public Agency of the State of California

By: _____

Chair, Board of Directors

END OF SECTION

SECTION 00611

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") dated _____, is in the penal sum of ONE MILLION FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to OLYMPUS AND ASSOCIATES, INC. ("Contractor"), _____ [insert name of Surety] ("Surety"), Sonoma County Water Agency, a public agency of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

Name _____

Address _____

City/State/Zip _____

SURETY:

Name _____

Principal Place of Business _____

City/State/Zip _____

CONSTRUCTION CONTRACT:

FORESTVILLE TANKS NO. 1 AND NO. 2 PROTECTIVE COATING REMOVAL AND
REPLACEMENT
CONTRACT NUMBER 60-67-7 #5

at Sonoma County, CaliforniaSigned _____, 2019 in the Amount of \$1,048,875.00 (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY
Company: (Corp. Seal)

Signature: _____

Name and Title: _____

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract, including without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional, and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition, to the Construction Contract or to related subcontracts, purchase orders, and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Section 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor,

however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 00700 (General Conditions).
 - 12.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF SECTION

SECTION 00612

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum of ONE MILLION FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to OLYMPUS AND ASSOCIATES, INC. ("Contractor"), _____ [insert name of Surety] ("Surety"), the Sonoma County Water Agency, a public agency of the State of California ("Owner") or other party shall be considered plural where applicable.

CONTRACTOR:

Name_____
Address_____
City/State/Zip

SURETY:

Name_____
Principal Place of Business_____
City/State/Zip

CONSTRUCTION CONTRACT:

FORESTVILLE TANKS NO. 1 AND NO. 2 PROTECTIVE COATING REMOVAL AND
REPLACEMENT
CONTRACT NUMBER 60-67-7 #5

at Sonoma County, CaliforniaSigned _____, 2019 in the Amount of \$1,048,875.00 (the "Penal Sum")CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code Section 8000, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. Owner shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in

any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant or its assigns at any time after the Claimant has furnished the last of the labor or materials or both, but, per Civil Code Section 9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code Section 9356.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Section 00520 (Agreement). Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code Sections 9550, 9554, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials, or equipment for use in the performance of the Contract, as further defined in California Civil Code section 9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural, and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code section 9554(b).
 - 13.1.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.1.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF SECTION

SECTION 00630

GUARANTEE

- TO: SONOMA COUNTY WATER AGENCY ("Owner"), for construction of Forestville Tanks No. 1 and No. 2 Protective Coating Removal and Replacement located at Sonoma County, California.
1. The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.
 2. Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws and regulations, or by the terms of the Contract Documents (the "Guarantee Period"), its unconditional warranty of the quality and adequacy of all of the Work including without limitation, all labor, materials, and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. Without limiting the generality of the forgoing warranties, if the performance of materials or equipment involves or affects water-tightness (above grade or below grade) or any type of moisture intrusion, Contractor shall act as co-guarantor of such materials and equipment for either the term of the Extended Warranty pursuant to Section 00700 (General Conditions) for such materials or equipment or three years, whichever is shorter.
 3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within the Guarantee Period.
 4. If within the Guarantee Period any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor 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 Contractor 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. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the Guarantee Period, Owner shall have all rights and remedies granted by law including, but not limited to, the right to pursue an action for breach of contract based on a patent or latent deficiency.
 5. Inspection of the Work shall not relieve Contractor 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, Contractor 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 Guarantee Period.

6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00700 (General Conditions) and Section 01420 (References and Definitions).
7. The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _____, 20____

Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF SECTION