

**DOCUMENT 00 65 36**

**WARRANTY FORM  
CONTRACTOR'S GUARANTEE**

We, the General Contractor, \_\_\_\_\_ (Contractor), do hereby Guarantee / Warrant to the Foothill-De Anza Community College District (District) - in connection with its contract for the \_\_\_\_\_ project, Bid Document # \_\_\_\_\_ all workmanship, equipment and materials supplied to and incorporated into the Project located at:

The Contractor guarantees and warrants that all materials, equipment and workmanship furnished by the Contractor for the Project have been installed in accordance with and conforming to the drawings, specifications and any other contract documents for the Project. All such materials, equipment and workmanship shall be free of faults or defects for a period of one (1) year, or when indicated in the technical specifications, for a period up to two (2) years, after the project's Final Completion date and will be repaired or replaced promptly and at no additional cost to the District. Any or all adjacent work, equipment or materials which are affected, damaged or destroyed by the fault or defect shall be repaired or replaced to an 'as-new' condition, regardless of the age or condition of the affected, damaged or destroyed item(s). An additional one (1) year Guarantee / Warranty period shall apply for all corrected or replaced materials or workmanship, including any manufacturer's or supplier's warranties which may be affected, including, but not limited to, any waterproofing membrane or coating, commencing upon the date of the District's acceptance of the Contractor's repaired/replaced work.

In the event the Contractor fails to comply with the terms and conditions of this Guarantee / Warranty within a reasonable time as determined by the District, after being notified in writing, we (the Contractor) hereby authorize the District to proceed to have said defects repaired or replaced at our (the Contractor's) expense and will honor and pay all costs for said repairs or replacement immediately upon demand.

Any and all notices to the Contractor shall be deemed given if in writing and sent via US Mail, return receipt requested. Contractor will respond within twenty-four (24) hours of notice.

Project:  
**Bid Document #:**

Contractor:  
Address:  
City, State, Zip Code:  
Name of legally authorized Contractor's representative

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

Date: \_\_\_\_\_

**END OF DOCUMENT**