

BOND NO. _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, ("Contractor"), as Principal, and _____ ("Surety"), as Surety are held and firmly bound unto the Oakland County Water Resources Commissioner, County Agency for the County of Oakland or _____ Drain Drainage District (strike one) ("Owner"), in the sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents

WHEREAS, Contractor has entered into a certain contract with Owner dated the _____ day of _____, 20_____, (hereinafter called the "Contract") for the construction of: _____ (the "Project") which Contract and the specifications for said Work shall be deemed a part hereof as fully as if set out herein; and

WHEREAS the improvements to be constructed under the Contract are located in _____ and shall be operated and maintained by Owner;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that Contractor has covenanted to the Owner that for a period of two (2) years from the date of Final Acceptance of the Project, to keep in good order and repair any defect in all the Work performed or materials and equipment supplied by either the Contractor, its subcontractors, or its material and equipment suppliers on the Project, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other Work affected in making good such imperfections or nonconformities, all without expense to the Owner, excepting only such part or parts of said Work as may have been disturbed without consent or approval of the Contractor after the Final Acceptance of the Project.

Whenever directed to do so by the Owner, by notice served in writing, either personally or by mail, on the Contractor at _____, or its legal representatives, or successors or the Surety at _____, Contractor will proceed at once to make such repairs as directed by the Owner and if Contractor fails to do so within one (1) week from the date of service of such notice, then Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from the Contractor or the Surety. If any repair must be made at once to protect life and property, then and in that case, Owner may take any immediate steps to repair, barricade defects or other action, without notice to the Contractor. In such accounting, Owner shall not be held to obtain the lowest cost to perform the work, or any part thereof, but all sums actually paid therefor shall be charged to the Contractor or Surety. In this regard, the Owner's judgment is final and conclusive.

In addition to the foregoing, Contractor shall, for a period of two (2) years from the date of Final Acceptance, maintain and keep the Work so constructed in good order and repair, excepting only such part or parts of the Work which may have been disturbed without the consent or approval of the Contractor after the Final Acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make the repair as directed in the notice, or shall reimburse the Owner for any expense incurred by making such repairs. Contractor also shall fully indemnify, defend and hold harmless the

Owner from and against any and all liabilities, claims, causes of action, lawsuits, damages, losses and expenses to the extent caused by, arising out of, resulting from or occurring in connection with any injury or damage to any person or property, by or from any of the acts or omissions or through the negligence of said Contractor, its servants, agents, or employees, in the prosecution of the Work, and from any and all claims arising under the Workers' Compensation Act of the State of Michigan. Should the Contractor or Surety take such action, then the above obligations shall be void, otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20____.

Sealed with our seals and dated this _____ day of _____, 20____.

(Witness)

(Principal) (corporate seal)

(Print Name)

(Signature)

(Title)

(Print Name & Title)

(Address)

(Witness)

(Surety) (corporate seal)

(Print Name)

(Signature)

(Title)

(Print Name & Title)

(Address)

Attach Power of Attorney