

BOND NO. _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto the Oakland County Water Resources Commissioner, County Agency for the County of Oakland, in the sum of _____ Dollars (_____), good and lawful money of the United States of America, to be paid to said Water Resources Commissioner, 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.

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

WHEREAS, the above named principal has agreed to construct certain improvements located in the City of Pontiac to be operated and maintained by Jim Nash, Oakland County Water Resources Commissioner, County Agency for the County of Oakland, wherein the said principal covenanted and agreed as follows, to wit:

For construction of: _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the above named principal has agreed with the Water Resources Commissioner that for a period of one (1) year from the date of final acceptance, to keep in good order and repair any defect in all the work done either by the principal or its sub-contractors, or its material suppliers, 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, shall also be made good 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 principal after the final acceptance of the work, and that whenever directed so to do by the Water Resources Commissioner, by notice served in writing, either personally or by mail, on the

principal at _____, or legal representatives, or successors or the surety at _____, WILL PROCEED at once to make such repairs as directed by said County of Oakland and in case of failure to so do within one (1) week from the date of service of such notice, then the County of Oakland 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 said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the County of Oakland may take any immediate steps to repair, barricade defects or other action, without notice to the contractor. In such accounting, the County of Oakland shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the principal or surety. In this connection the judgment of the County of Oakland is final and conclusive. Said principal, for a period of one (1) year from the date of final acceptance, shall keep said work so constructed in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said County of Oakland for any expense incurred by making such repairs, should the principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and hold harmless the County of Oakland from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, 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, then the above obligation shall be void, otherwise to 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____.

Signed, Sealed and Delivered
In the Presence Of:

Principal

L.S.

Surety

By: _____ L.S.

Mailing Address