

**MAINTENANCE AND GUARANTEE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
\_\_\_\_\_ (“Contractor”) and \_\_\_\_\_  
\_\_\_\_\_ (“Surety”) are held and firmly bound unto  
the Genesee County Drain Commissioner’s Office (“GCDC-WWS”), of G-4610 Beecher Road,  
Flint, MI 48532, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\_\_\_\_\_) in good and lawful  
money of the United States of America to be paid to GCDC-WWS, its successors and assigns, for  
which payment well and truly made, Contractor and Surety bind themselves and their successors  
and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the Contractor has entered into certain Contract Documents with GCDC-WWS,  
dated \_\_\_\_\_, copies of which are attached and made a part hereof,  
wherein Contractor covenanted and agreed as follows, to wit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, the condition of this obligation is that under the Contract Documents,  
Contractor has agreed with GCDC-WWS that for a period of two (2) years from the date of  
payment of the Final Estimate, Contractor shall keep in good order and repair any defect in the  
Work, either by Contractor or its Subcontractors that may develop or be discovered during said two  
(2) year period due to improper materials, defective equipment, workmanship, or arrangements and  
any other work affected in making good such imperfections. Contractor also agreed to promptly  
make such repairs as directed by GCDC-WWS for replacement of the Work, without cost to  
GCDC-WWS, except for such parts of the Work as may have been disturbed without the consent of  
Contractor after the final acceptance of the Work, whenever directed so to do by notice from  
GCDC-WWS. If contractor fails to make such repair within one (1) week from the date of receipt  
of such notice, then GCDC-WWS shall have the right to purchase such materials and employ such  
labor and equipment as may be necessary for the purpose and to undertake, to and make such  
repairs and charge the cost thereof to Contractor and receive payment for the same promptly from  
the Contractor or Surety.

If any repair is necessary to be immediately made to protect persons or property then, and in such  
event, GCDC-WWS may, but shall not be required to, take immediate steps to repair such defects  
without notice to Contractor. In such event, GCDC-WWS shall not be required to obtain the  
lowest bid for the performance of the Work or any part thereof, and all sums actually paid therefore  
shall be charged to the Contractor or Surety. In this regard, the judgment of GCDC-WWS shall be

final and conclusive. Contractor shall, for a period of two (2) years from the date of payment of the Final Estimate, keep the Work in good order and repair, except for such parts of the Work which may have been disturbed without the consent of Contractor after the final acceptance of the Work. Contractor shall further, whenever notice is given as hereinbefore specified, promptly proceed to make the repair as in said notice directed or reimburse GCDC-WWS for any cost incurred by GCDC-WWS in making such repairs. If Contractor or Surety shall fail to do as hereinbefore specified, they shall jointly and severally indemnify, defend, and hold harmless GCDC-WWS from and against all and any losses, costs, suits, and actions for damages of every kind and description brought or claimed against GCDC-WWS for or on account of any injury or damage to persons or property received or sustained by any party or parties by or from any of the acts of omissions or through the negligence of Contractor, its Subcontractors, Suppliers, servants, agents, or employees in connection with the Work and then from any and all claims arising under the Workmen's Compensation Act of the State of Michigan

IN WITNESS WHEREOF, the parties hereto have caused this Maintenance and Guarantee Bond to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_ (L.S.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (L.S.)

NOTE: The Bond shall show complete name and address of local agent and home company.