

SECTION 00904

MAINTENANCE AND GUARANTEE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____,

as Surety, are held and firmly bound onto Braden L. Harrington, Eaton County Drain Commissioner, and the Carrier Creek Drain Drainage District, OWNER,

in the sum of _____

_____ Dollars (\$ _____) to be paid to the Owner for which payment

will and truly be made jointly and severally bind ourselves, our heirs, our executors, administrators, and assigns, firmly by these presents.

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

WHEREAS, the above named Principal has entered into a certain written Contract with Braden L. Harrington, Eaton County Drain Commissioner dated _____, 20__, wherein the Principal agreed as follows:

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that by and under said Contract, the above-named Principal has agreed with the OWNER, for a period of one (1) year from the date of payment of the final estimate, to keep in good order and repair and defect in all work done under said Contract, either by the Principal or his subcontractors, or his suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements; 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 the consent or approval of the Principal after final acceptance of the Work, and that whenever directed to do so by the OWNER, by notice served in writing, either personally or by mail, on the Principal, legal representative, successor, or on the Surety, he/she will at once make such repairs as directed by the OWNER; and in case of failure to do so within one (1) week from the date of service of such notice, or within a reasonable time as shall be fixed in said notice, then the 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 to 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 OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the OWNER shall not be held to obtain the lowest figure for doing of the Work or nay part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, the judgement of the OWNER is final and conclusive. If the said Principal, for a period of one (1) year from the date of the final estimate of payment, shall keep such Work so constructed under the Contact in good order and repair, excepting only such part or parts of such Work as may have been disturbed without the consent or approval of said Principal after final acceptance of the same, and shall, whenever notice is given as herein specified, at once proceed to make repair as in said notice directed or shall reimburse the OWNER 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 said OWNER from all law suits and actions for damages of every name and description brought or claimed against it for or on account of any injury to person(s) or property received or sustained by any party or parties, by or from any of the acts or omissions or through the prosecution of the Work included in said Contract, and from any and all claims arising under the Workman's Compensation Act, so-called, 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 have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 200__.

Signed, Sealed and Delivered
in the presence of:

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)