

MAINTENANCE AND GUARANTEE BOND

The Principal and Surety, hereby guarantee and agree to perform all maintenance of the System(s) described in this Bond, and upon a failure to do so, to pay the Charter Township of West Bloomfield, "Township" the sum of _____dollars (\$_____) in lawful currency of the United States of America. This guarantee and agreement is binding on our heirs, executors, administrators, successors and assigns, jointly and severally.

This Bond is given to satisfy the Township's requirements for acceptance of the System(s) described below, which have been constructed and/or dedicated to the Township. This Bond is provided in the above amount in favor of the Township and guarantees the workable condition, workmanship and materials involved in the construction of the System(s) for a period of two (2) years.

The Project and System(s) are as follows:

The conditions of this obligation are that the Principal, for a period of two (2) years from the date of final acceptance by the Township Board, in response to written notice from the Township shall:

1. Keep the System(s) in good functioning order by immediately repairing any defect in same, whether due to improper or defective materials, equipment, labor, workmanship or otherwise; and
2. Restore the System(s) and any other property of the Township or third persons affected by the defect(s) or repair(s), without expense to the Township.

If the repairs directed by the Township are not completed within the time specified in the notice (which shall allow at least one week from service of the notice and be otherwise reasonable), the Township shall have the right to perform or secure the performance of the repairs, with all costs and expenses in doing so charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the Township immediately and without advance notice, with the cost and expense of the repair to be charged to and received from the Principal or Surety.

Any repairs the Township may perform as provided in this Bond may be by Township employees, agents or independent contractors. The Township shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when Township employees are utilized to be based on the hourly cost to the Township of the employee(s) performing the repair.



This Bond and the obligations of Principal and Surety under it shall be in full force and effect for each System described for two (2) years commencing with the date of final acceptance by the Township Board for defects discovered within that period.

It is a further condition of this Bond that the Principal and Surety shall fully indemnify, defend and hold the Township, and its officers, officials and employees harmless from all claims for damages or injuries to persons or property arising from or related to the acts or omissions of Principal, its servants, agents or employees in the construction or repair of the System(s), including claims arising under the worker's compensation laws of the State of Michigan.

Written notices by the Township under this Bond may be provided by personal delivery or mail, with Principal and Surety consenting to such service on their employees and/or agents. Notices by the Principal or Surety to the Township relating to this Bond shall be provided to the Township Supervisor, Township Treasurer and Director of the Township Engineering Department.

This Bond was executed by the Principal and Surety on the dates indicated below, with the authority of the persons signing this Bond confirmed by the attachments hereto.

The date of the last signature shall be considered the date of this Bond, which is _____.

PRINCIPAL (CONTRACTOR/OWNER):

Date: _____

Name: _____

WITNESS:

Address: _____

(Signature)

Title: _____

SURETY:

Date: _____

Name: _____

WITNESS:

Address: _____

(Signature)

Title: _____

