

MAINTENANCE AND GUARANTEE BOND

LET IT BE KNOWN THAT _____ Contractor, as **Principal**, has entered into a binding, written contract with The City of Toledo ("**Obligee**"), dated _____ for the project known as _____ ("**Contract**"). All Contract terms and specifications for this project shall be deemed a part hereof as if fully set out herein.

Principal and _____, as **Surety**, and their respective heirs, executors, administrators, successors and assigns, and each jointly and severally, are held and firmly bound to **Obligee** in the sum of _____ dollars (\$_____), for which payment is hereby acknowledged, and agree to the following joint and several obligations:

Principal agrees that for two (2) years, as specified in paragraph 13.07. of the Contract's General Conditions and paragraph S.C.-13.07 of the Contract's Supplemental Conditions, it shall keep in good order and maintain all the work done under the Contract and repair any defect in same, whether by the **Principal**, its Subcontractors or its material suppliers, that may develop due to faulty or improper or defective materials, equipment, workmanship, design or arrangements ("**Repairs**"). Any Repairs made during this period will also be defect-free and subject to further Repairs. All Repairs shall be made at no cost to **Obligee** unless, and only to the extent solely caused by, **Obligee** materially alters the work without the consent or approval of the **Principal** after the final acceptance of the work. **Principal** will be notified by **Obligee** of the need to make Repairs by written notice sent to: _____ and/or the **Surety** at _____.

Within five (5) days of receiving notice, **Principal** shall make the Repairs required by **Obligee**. Failure to do so may result in **Obligee** arranging for the Repairs to otherwise be made at **Principal's** and/or **Surety's** expense, including, without limitation, the engineering, legal and other costs, together with any damages either direct or consequential, which **Obligee** may sustain on account of **Principal's** failure to make the Repairs. **Obligee**, in its discretion, may permit **Surety** to correct the defect in the event of **Principal's** failure to perform.

In the event that a Repair is deemed necessary to be made at once to protect life and property, **Obligee** may take immediate steps to Repair or barricade such defects without notice to the **Principle** or **Surety**. If this occurs, **Obligee** shall not be held accountable for the lowest bid for such work, or any part thereof, but all sums actually paid shall be charged to the **Principal** and/or **Surety**. In this connection, the judgment of the **Obligee** is final and conclusive.

For any and all Repairs that are made, regardless of whether the **Principal** or **Surety** made the Repairs or whether the **Obligee** had to arrange for the Repairs, **Principal** and **Surety** shall, jointly and severally, fully indemnify, defend, and hold

harmless the **Obligee** from all suits and actions for damages of every name and description brought or claimed against **Obligee** by any party for any acts, omissions or negligence of the **Principal**, or its servants, agents, or employees, in the prosecution of the work included in the Contract or Repairs.

In the event **Obligee** commences legal proceedings for the collection of any sums due under this bond, interest shall accrue on the amount at the rate of six percent (6%) per year or the maximum allowed by law, beginning at the commencement of legal proceedings. In such event, **Principal** and **Surety**, jointly and severally, agree to pay all costs incurred by **Obligee**, including attorneys' fees.

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

_____	_____
Name (Printed) & Title	Signature
_____	_____
Principal	Principal Address & Telephone
_____	_____
Name (Printed) & Title	Signature
_____	_____
Surety	Surety Address & Telephone

I hereby approve the form and correctness of the foregoing Maintenance and Guarantee Bond.

Obligee's Legal Officer

Date: _____