

SECTION G
MAINTENANCE BOND

MAINTENANCE BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

as principal, and _____
(NAME OF SURETY)

a corporation organized under the laws of _____
and _____
as sureties, do hereby expressly acknowledge themselves to be held and bound to
pay unto _____
(NAME OF OWNER)

a municipal corporation, the sum of _____

(AMOUNT DETERMINED BY % OF TOTAL CONTRACT PRICE STATED IN THE NOTICE TO BIDDERS)
Dollars (\$ _____) for the payment of which sum well and truly to be made unto said

(NAME OF OWNER)

and its successors, said principal and sureties do hereby bind themselves, their assigns, and
successors jointly and severally.

This obligation is conditioned, however, that, whereas said

(NAME OF CONTRACTOR)
has this day entered into a written contract with said _____
(NAME OF OWNER)

to build and construct the _____
(DESCRIPTION OF PROJECT AS IT APPEARS ON COVER OF CONTRACT DOCUMENTS)

which contract and the plans and specification therein mentioned and adopted by

(NAME OF OWNER)
are hereby expressly made a part thereof as though the same were written and embodied
herein.

WHEREAS, under the specifications and contract, it is provided that the CONTRACTOR shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of Two (2) years from the date of acceptance as shown on the "Certificate of Completion" as issued by the ENGINEER, or the date of final payment by the OWNER, whichever bears the later date, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the OWNER for the costs of all Engineering and special services required to be furnished by the OWNER which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set

forth above. It is being understood that the purpose of this section is to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the said CONTRACTOR under the conditions prescribed by the plans and specifications; and in case the said CONTRACTOR shall fail or refuse to perform as provided within ten (10) days after proper written notifications have been furnished to him by the OWNER, it is agreed that the OWNER may do said work and supply such materials and the said CONTRACTOR and Sureties herein shall be subject to the liquidated damages mentioned in said Contract for each calendar day's failure on its part to comply with the terms of the said provision of said Contract and this Maintenance Bond.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to do so maintain and repair damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any clause during said time.

IN WITNESS WHEREOF, the said _____
(NAME OF CONTRACTOR)

has caused these presents to be executed by _____

(NAME OF CONTRACTOR'S AUTHORIZED SIGNER)

and the said _____
(NAME OF SURETY)

has caused these presents to be executed by its _____
(ATTORNEY-IN-FACT OR OFFICIAL)

and the said _____
(ATTORNEY-IN-FACT OR OFFICIAL)

has hereto set his hand this the _____ day of _____, 20

By: _____

By: _____

ATTEST:

By: _____
SURETY

SECRETARY

NOTE: Date of Maintenance Bond must not be prior to date of Contract. Power of Attorney must be attached. Amount and Term of Maintenance Bond shall be as stated in the "Special Conditions."