E.

ANNE ARUNDEL COUNTY, MARYLAND

BOND NO. _____

AGREEMENT NO. _____

MAINTENANCE BOND

THIS MAINTENANCE BOND is entered into on this _____ day of _____, 200____, by and between _____ as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"). Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, is the Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as _____ No. _____ dated _____, 20__ with Obligee for

_____

_____ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, Principal has completed construction under the Agreement; and

WHEREAS, the Agreement and the Anne Arundel County Code include a warranty on the quality of the work performed that runs for a period of two years from the date of the County's acceptance of the public improvements and that runs for one additional year beyond the original two-year period if any repair or restoration is done during the warranty period; and

WHEREAS, Principal is required to cause this instrument to be executed and delivered to Obligee as security for maintenance during the warranty period in an amount equal to 10% of the approved cost estimate.

DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in federal register (Department of Treasury Publication 570).

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of $_____ Dollars ($ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this maintenance bond.

The conditions of this bond are as follows:

1. If the Principal shall perform and accomplish all matters and things required under the warranty in the time and manner required or if the Surety shall pay over, make good, and reimburse the Obligee within 30 days after the date of a demand by Obligee, this obligation shall be void. Otherwise, it shall remain in full force and effect.

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligee shall mail by certified mail to Surety at the address listed below a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligee under this bond until the notice of claim is mailed.

3. When the Obligee has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligee within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts. The amount

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owed under this bond shall bear interest at the rate of 6% per year beginning on the 31st day after the date of the Obligee's claim.

4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.

5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in Maryland Courts and Judicial Proceedings Code Annotated, §5-102.

WITNESS OR ATTEST:

_____ _____ (SEAL)
Type name of business entity, if applicable.

By:_____ (SEAL)
PRINCIPAL
Type Name: _____
Type Title: _____
Date: _____

_____ _____ (SEAL)
Type name of business entity.

By:_____ (SEAL)
SURETY
Type Name: _____
Type Title: _____
Type Address: _____
_____
Date: _____