

CITY OF NORMAN, OKLAHOMA
Maintenance Bond
Sanitary Sewer

WHEREAS, the undersigned, _____ hereinafter referred to as Principal, has entered into a certain contract dated _____, for the construction of sanitary sewer in a certain subdivision of the City of Norman, Oklahoma, to wit: _____; and

WHEREAS, under the ordinances of said City the said Principal is required to furnish to the City a maintenance bond covering said sanitary sewer, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said sanitary sewer.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Principal and _____, as surety, are jointly and severally, firmly held and bound unto said City in the sum of _____ Dollars, (\$ _____), lawful money of the United States of America, same being 50% if the cost of the sanitary sewer herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

The condition of this bond with is such that if the said Principal shall keep and maintain in a leak free, unobstructed flow condition the said sanitary sewer, including all catch basins, manholes, lampholes, and if the said Principal shall maintain subject to normal wear and tear all excavations, fills and backfills thereof, for a period of one (1) year from the date of written final acceptance thereof by the City Engineer and shall promptly refill without notice from said City any trench, excavations or ditches that may sink or settle, and repair any and all breaks, or failures occurring or arising from improper workmanship, materials, or failures to protect new work until it is cured and accepted within said period of one (1) year, without notice from said City, and without expense to said City, then this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided, further, however, that upon neglect, failure, or refusal of the Principal to make any needed repairs or backfills upon said sanitary sewer, or to maintain any part of the same, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the principal shall be liable to the City of Norman for the cost and expense for making such repairs or backfills, or otherwise maintaining the said sanitary sewer.

Signed, sealed, and delivered this ___ day of _____, 20__

ATTEST:

Secretary

Principal

By _____
Signature/Title

Surety

Mailing Address of Principal:

By _____
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND§:

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__ personally appeared _____ to me known to be the identical person who executed the foregoing Agreement, as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

Notary Public

(SEAL)

My Commission expires: _____

Below to be completed by City of Norman

Approved as to form this ____ day of _____, 20 __.

Office of the City Attorney

Approved by the City Development Committee this ____ day of _____, 20____ and authorizing the Mayor of the City of Norman to sign this maintenance bond.

Mayor

ATTEST:

City Clerk