

CITY OF NORMAN, OKLAHOMA
Maintenance Bond
(Paving and/or Drainage)

WHEREAS, the undersigned, _____ hereinafter referred to as Principal, has entered into a certain contract dated _____, for the construction of paving and/or drainage in the City of Norman, Oklahoma, for:

_____; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

That the 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 25% of the cost of the paving and/or drainage 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 is such that if the said Principal shall maintain the said paving and/or drainage, including all catch basins, manholes, excavations, fills and back-fills thereof, in first class condition, subject to normal wear and tear, for a period of three (3) years from the date of written final acceptance thereof by the City Development Committee and shall promptly refill without notice from said City any trenches, excavations or ditches that may sink or settle, and repair and all breaks, or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is cured and accepted within said period of three (3) years, 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 back-fills upon said paving and/or drainage, 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 and surety shall jointly and severally be liable to the City of Norman for the cost and expense for making such repairs or back fills, or otherwise maintaining the said paving and/or drainage.

Signed, sealed, and delivered this _____ day of _____, 20____

ATTEST:

Secretary

Principal

By _____
Signature/Title

Surety

By _____

Mailing Address of Principal:

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 said maintenance bond.

Mayor

ATTEST:

City Clerk