

CITY OF NORMAN, OKLAHOMA
MAINTENANCE BOND
(Water Main)

WHEREAS, the undersigned, _____ hereinafter referred to as Principal, has entered into a certain contract-dated _____, for the construction of a water main in a certain subdivision of the City of Norman, Oklahoma, to wit _____
_____ ; And

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

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 costs of the water main hereinafter 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 in a leak-free unobstructed flow condition the said water main, including all fire hydrants, valves, fittings, and other appurtenances, and if the said Principal shall maintain subject to normal wear and tear all fills and back fills thereof, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is cured and accepted, for a period of one (1) year from the date of written final acceptance by the City Engineer, and shall promptly refill without notice from said City any trenches, 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 back-fills upon said water main, 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 water main.

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

Principal

ATTEST:

By _____
Signature/Title

Mailing Address of Principal:

Surety
By _____
Attorney-in-fact

REPRESENTATIVE 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 instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed 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

Accepted by the City of Norman Development Committee this ____ day of _____, 20 ____ and authorizing the Mayor of the City of Norman to sign this Bond.

Mayor

ATTEST:

City Clerk