MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of ______________________ dollars ($________________), such sum being not less than ten percent (10%) of the total contract price to construct or install ____________________________, (the "Improvement"), for a period of __________ years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and ____________________________, dated the _________ day of ____________________________, 20_____, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this _______ day of ____________________________, 20_____.

__________________________________________
Principal

______________________________
By__________________________________
Secretary

__________________________________________
Surety

______________________________
By__________________________________
Secretary

APPROVED as to form and legality this _______ day of ____________________________, 20_____.

__________________________________________
City Attorney

ACCEPTED by the City Council of the City of Midwest City this _______ day of ____________________________, 20_____.

__________________________________________
City Clerk

__________________________________________
Mayor