

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

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_____.

ATTEST:

Secretary

Principal
By _____

ATTEST:

Secretary

Surety
By _____

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