

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That **Archer Western Construction, LLC**, as Principal, and _____, a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **Norman Utilities Authority**, (hereinafter called "OWNER"), in the penal sum of **Forty Eight Million, Eight Hundred Twenty Two Thousand, Five Hundred Fifty dollars and zero cents (\$48,822,550.00)** lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

Dated _____, day of _____, 20 ____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a Contract for the construction of

NORMAN WATER RECLAMATION FACILITY PHASE 2 IMPROVEMENTS

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Owner.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to Owner all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years from and after final acceptance of said project by Owner and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the Owner harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL:

Archer Western Construction, LLC

(SEAL)

BY: _____

Print: _____

TITLE: _____

ATTEST:

BY: _____

Print: _____

TITLE: _____

SURETY:

(SEAL)

BY: _____

Address for giving notices:

Phone No. _____

License No. _____