

THE CITY OF TULSA AND TULSA METROPOLITAN UTILITY AUTHORITY

**WATER SERVICE INSTALLATION BOND**

Effective Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

Bond No. \_\_\_\_\_

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,

as Surety, a \_\_\_\_\_ corporation licensed to do business in the State of Oklahoma, are held and firmly bound unto the City of Tulsa, a municipal corporation hereinafter referred to as "City," and the Tulsa Metropolitan Utility Authority, a public trust, hereinafter referred to as "Authority" in the full and just sum of Ten Thousand Dollars (\$10,000.00), for a period of one year, the payment of which, well and truly to be made, we, and each of us bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Now, the conditions of this obligation are such that whereas, said Principal has been retained by others to install water tap, service line, meter and meter enclosure in compliance with requirements and policies of the City and Authority under the City ordinances, the Principal will faithfully comply in all respects with all said policies and requirements and all relevant provisions of the City and Authority, and said Principal shall promptly pay all charges or fees as required by the City and Authority.

And further, said Principal shall install water service to the Authority Water Distribution System in accordance with the requirements set forth in detail in the Standard Specifications for Water Service Installations. It is also agreed that the Principal shall maintain each water service installation project thereunder in the sum set forth above against any failure due to workmanship or material for a period of one (1) year from the date of acceptance of each project by the City and Authority. It is further agreed that in the event that said Principal shall fail to maintain his workmanship and materials in a manner satisfactory to the Director of the Public Works Department of the City, hereinafter referred to as "Director" for a period of one (1) year from the acceptance of said project by the Tulsa Metropolitan Utility Authority, or in the event the Principal shall fail to pay either his employees or for his materials, then this bond shall not be terminated, and the Director upon thirty (30) days' notice to the Principal and the failure of the Principal upon the expiration of thirty (30) days to make or to pay the cost of all necessary repairs, or to pay his employees or for his materials, the Director shall have the discrepancies corrected in a proper manner at the expense of the Principal. Said cost shall be computed by the Director, based on actual cost plus administrative expense which shall include but not be limited to material, labor, fringe benefits, administrative expense, etc. And if upon the expiration of said thirty (30) days' notice, the necessary repairs have not been made or said amount ascertained has not been paid by the Principal or Surety herein, then said cost plus any expense incurred by the Authority or on its behalf to recover said cost shall become due and a suit may be maintained to recover said amounts in any Court or competent jurisdiction. And that amount shall be conclusive upon the parties as the amount due on this bond for the repairs and payments included therein, and that the cost shall be so determined from time to time during the life of this bond as conditions may require.

Now, if the said Principal obligor shall fully and faithfully perform all the duties pertaining to such water service installation in accordance with the ordinance requirements and policies herein mentioned while doing and following said installations and faithfully comply with all the rules and regulations of the lawful officers of said City and with all ordinances, policies and requirements of said City and shall pay all fines and penalties imposed for any violation of any ordinance which pertains to water service installations, then this obligation shall be void and of no effect upon the passage of one (1) year from the time of completion of all obligations and acceptance by the Authority of all projects under this bond, 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, 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.

CONTRACTOR (PRINCIPAL)

ATTEST: (Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Surety

**(Accompany this bond with power of attorney)**

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the Tulsa Metropolitan Utility Authority

\_\_\_\_\_  
City Attorney