

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

K & R Builders, Inc., PO Box 656, Wheatland OK 73097 as Principal, and
(full name and address)

Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266 as Surety, a
(full name and address)

corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

Six Hundred Seventeen Thousand Nine Hundred Thirteen & 90/100 DOLLARS (\$ 617,913.90) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, 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.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 12 day of December, 2023, for

DRAINAGE CULVERT & APPURTENANCES
NE 29TH STREET OVER TRIBUTARY TO WRATTAN CREEK
PROJECT NO. EN2205

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON 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 CITY OF LAWTON harmless 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 the 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 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 to do so, the day and year first above written.

Dated this 4 day of December, 2023.

Principal:

Surety:

K & R Builders, Inc.
(Name of Contractor)

Merchants National Bonding, Inc.

By: A. K. R. President
(Name & Title)

By: Lisa K. Sherman
Attorney-in-Fact (Affix Seal)
Lisa K. Sherman

ATTEST:

[Signature]
(Name & Title) vice-pres



(Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2023

Notary: _____ My commission expires: _____