



Any singular reference to principal, surety, owner or other party shall be considered plural where applicable. This document may not be altered or modified.

GENERAL INFORMATION

Owner (Obligee) State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448 CAP website ServiceNow Catalog	CAP project number		
	CAP project name		
	Address/location		
Principal (contractor/construction mgr/design-builder) Company name		Surety Company name	
Address		Address	
Email	Phone	Email	Phone
Standard Agreement Date	Bond Date		Number
	Amount		

Dated this ____ day of _____ 20____.

SIGNATURES

Principal Authorized representative signature		Authorized representative title	Corporate seal	
Authorized representative printed name				
Authorized representative signature		Authorized representative title		
Authorized representative printed name				
Authorized representative signature		Authorized representative title		
Authorized representative printed name				
Surety (attach power of attorney) Attorney-in-fact printed name		Surety seal	Attest Notary name	
Attorney-in-fact signature			Notary signature	
			Notary seal	

FOR INFORMATIONAL PURPOSES ONLY

Agency/broker Company name		Email
Address		
Owner's representative (consultant or other party) Company name		Email
Address		

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Principal:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants.
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Principal and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Principal and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Principal promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Principal have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Principal:
 - 4.2.1 Have furnished written notice to the Principal and sent a copy, or notice thereof, to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
 - 4.2.2 Have either received a rejection in whole or in part from the Principal or not received within 30 days of furnishing the above notice any communication from the Principal by which the Principal has indicated the claim will be paid directly or indirectly.
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Principal.
5. If a notice required by Paragraph 4 is given by the Owner to the Principal or to the Surety, that is sufficient compliance.
 - 5.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Principal under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Principal furnishing and the Owner accepting this Bond, they agree that all funds earned by the Principal in the performance of the Construction Contract are dedicated to satisfying obligations of the Principal and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Principal shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Principal shall promptly furnish a copy of this Bond or shall permit a copy to be made.
14. **DEFINITIONS.**
 - 14.1 Claimant: An individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, phone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Principal and the Principal's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 14.2 Construction Contract: The agreement between the Owner and the Principal identified on Page 1, including all Contract Documents and changes thereto.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Principal as required by the Construction Contract.