# OMES logo Oklahoma Office of Management & Enterprise ServicesConstruction and Properties

# STATUTORY DEFECT BOND

# 61 O.S. §113(B)(3)

Capital Assets Management

Any singular reference to Principal, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RECITAL | | | | |
| **KNOW ALL MEN BY THESE PRESENTS**,  That      , 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 State of Oklahoma in the penal sum of       Dollars ($     ) in 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:  The condition of this obligation is such that:  **WHEREAS**, said Principal entered into a written contract with the State of Oklahoma, dated 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, for      , CAP project number      , all in compliance with the plans and specifications therefore, made a part of said contract and on file with the Owner (State of Oklahoma OMES CAM CAP, 1915 N. Stiles, Room 305, Oklahoma City, Oklahoma 73105).  **NOW, THEREFORE**, if said Principal shall pay or cause to be paid to the State of Oklahoma 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 one (1) year from and after the acceptance of said project by the State of Oklahoma, then this obligation shall be null and void, otherwise to be and remain in full force and effect.  It is 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 set forth below. | | | | |
| SIGNATURES | | | | |
| **DATED** this       day of      , 20     . | | | | |
| Principal | | | Corporate seal | |
| Authorized representative printed name | Authorized representative title | |
| Authorized representative signature | | |
| Surety (attach power of attorney) | | | Attest | |
| Attorney-in-fact printed name | | Surety seal | Notary name | Notary seal |
| Attorney-in-fact signature | | Notary signature |