



Construction and Properties
**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**
Where the Basis of Payment is Stipulated Sum
Capital Assets Management

AGREEMENT – Legal consequences apply. Consult your attorney to complete.

Date	Between the Owner: State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	On behalf of the Using Agency:
CAP website		

And the Contractor:

Company name

Address

TIN/EIN	Email	Phone
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PROJECT

CAP project number	Project name
Purchase order number	Address/location

CONTRACT ARTICLES

In consideration of the mutual covenants and obligations contained herein, the Owner, Using Agency and Contractor agree as set forth herein.

Article 1: The Contract Documents.

- 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article9.

Article 2: The Work of this Contract.

- 2.1 The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

Article 3: Date of Commencement and Substantial Completion.

- 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
- 3.2 The Contract Time shall be measured from the date of Notice to Proceed/Work Order.
- 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ____ calendar days from the date of commencement, or as follows: [None], subject to adjustments of this Contract Time as provided in the Contract Documents.

Article 4: Contract Sum.

- 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ____ Dollars (\$____), subject to additions and deductions as provided in the Contract Documents.
- 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: [None]
- 4.3 **Options.** The following options shall remain available for 30 days after the contract date. After the expiration date, the cost of the option may be negotiated by the Owner and Contractor: [None]
- 4.4 **Unit prices**, if any, are as follows: [None]

Article 5: Payments.

5.1 Progress Payments.

- 5.1.1 The Contractor shall follow the current Rules and Procedures established by the Construction and Properties of Capital Assets Management, Office of Management and Enterprise Services, State of Oklahoma to ensure compliance with state statutes.

- 5.1.2 Based upon Applications for Payment submitted to the Consultant by the Contractor and Certificates for Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
 - 5.1.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows: [N/A]
 - 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Application for Payment.
 - 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - a. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedules of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of CAP Form A201 General Conditions of the Contract for Construction ("General Conditions");
 - b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).
 - c. Subtract the aggregate of previous payments made by the Owner.
 - d. Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in Subparagraph 9.5 of the General Conditions.
 - 5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:
 - a. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Consultant and Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (state other requirements if any).
 - b. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.
 - 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: Refer to General Conditions, Subparagraph 9.3.1.a.
- 5.2 Final Payment.**
- 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - a. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment.
 - b. A final Certificate for Payment has been issued by the Consultant and accepted by the Owner.
 - 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Consultant's final Certificate for Payment.

Article 6: Termination or Suspension.

- 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 6.2 The work may be suspended by the Owner as provided in Article 14 of the General Conditions.

Article 7: Insurance.

- 7.1 **Insurance.** Insurance meeting the minimum limits of coverage listed below shall be maintained in full force by Contractor for the duration of the Contract. Certificates of Insurance shall be furnished naming the Owner as the Certificate Holder prior to acceptance of the Contract or issuance of a Work Order. The following are minimum limits of insurance coverage. If higher limits or additional insurance provisions are stated in the Bid Solicitation, the requirements of the Solicitation shall be the minimum required.
 - 7.1.1 Workers' compensation and employers' liability meeting statutory limits mandated by state and federal laws. (companies exempt from the Oklahoma Workers' Compensation Act may substitute OMES CAP Form D321 in lieu of a certificate of insurance).
 - 7.1.2 Commercial general liability of not less than \$1,000,000/\$5,000,000.
 - 7.1.3 Automobile liability (owned, non-owned and hired vehicles) of not less than \$1,000,000/\$5,000,000.
 - 7.1.4 Property damage of not less than \$1,000,000/\$5,000,000.
 - 7.1.5 Builder's risk as stated in the bid documents.
 - 7.1.6 Excess umbrella insurance of \$5,00,000.

Article 8: Bonds.

- 8.1 Bonds are required for any contract where the firm-fixed price contract sum equals or exceeds \$100,000, or where an individual work order under a non-binding service or maintenance contract exceeds \$100,000.
 - a. Performance Bond for 100% of the value of the Contract to insure completion of the Work.
 - b. Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work.

- c. Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

8.2 All bonds shall be on the forms prescribed and issued by the Owner as attached to this Agreement.

Article 9: Miscellaneous Provisions.

- 9.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Document.
- 9.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal state rate.
- 9.3 The Owner is: OMES CAM Construction and Properties
- 9.4 The Owner’s Representative (Consultant) is: _____.
- 9.5 The Contractor’s Representative is: _____.
- 9.6 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.
- 9.7 **Audits and Records Clause:** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three-year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
- 9.8 **Oklahoma Taxpayer and Citizen Protection Act of 2007.** The Contractor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at e-verify.gov/.
- 9.9 **State of Oklahoma Governor’s Executive Order 2012-01.** Per the State of Oklahoma Governor’s Executive Order 2012-01, effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

Article 10: Enumeration of Contract Documents

10.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

10.1.1 The Agreement is this executed edition of the Standard Form of Agreement between Owner and Contractor, CAP Form A101.

10.1.2 The General Conditions are the current edition of the General Conditions of the Contract for Construction, CAP Form A201, as incorporated in the Project Manual.

10.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____ and are as follows:

Document	Date
_____	_____
_____	_____

10.1.4 The Specifications are those contained in the Project Manual dated _____ as in Subparagraph 8.1.3, and are as follows:

Number	Title	Date
_____	_____	_____
_____	_____	_____

10.1.5 The Drawings are as follows, and are dated _____ unless a different date is shown below:

Number	Title	Date
_____	_____	_____
_____	_____	_____

10.1.6 The Addenda, if any, are as follows:

Number	Date
_____	_____
_____	_____

10.1.7 Portions of Addenda relating to bidding requirements are not part of the Contact Documents unless the bidding requirements are also enumerated in this Article10.

10.1.8 Other documents, if any, forming part of the Contract Documents are as follows:

- Purchase Order**
- Notice to Proceed/Work Order**

This agreement is entered into as of the day and year first written on Page 1 and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Owner's Representative for use in the administration of the Contract, and the remainder to the Owner and Using Agency.

OWNER SIGNATURE

State of Oklahoma OMES CAM CAP

Owner name

Owner title

Owner signature

Date

USING AGENCY SIGNATURE

The Using Agency certifies that funds are available and dedicated to the completion of the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments, and any reasonable project related expense.

The undersigned Using Agency hereby attests that any required terms and conditions based on a federal award applicable to this Agreement shall be provided to the Consultant and Owner.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

CONTRACTOR SIGNATURE

Non-Collusion Statement

The authorized representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that they are the duly authorized agent of the company indicated herein under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.

They are fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract.

Neither the company nor anyone subject to the company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

EXHIBITS/ATTACHMENTS (LIST ALL THAT APPLY)

1. _____

2. _____

3. _____

4. _____