



The responsibilities of the Consultant described in OMES CAP Form A201, *General Conditions of the Contract for Construction*, are included as part of this contract.

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

Date	<b>Between the Owner:</b> State of Oklahoma OMES CAM CAP P.O. Box 53448 Oklahoma City, OK 73152-3448	<b>On behalf of the Using Agency:</b>
<a href="#">CAP website</a>		

**And the Consultant:**

Company name	Email
Address	Phone

**PROJECT**

Project number	Master Agreement number
Purchase order number	Location address

**CONTRACT ARTICLES**

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

**Article 1: General requirements.**

- 1.1** The Consultant, in consideration of the benefits accruing to said parties hereunder, hereby promises, agrees and obligates themselves to perform \_\_\_\_\_ consulting services as set forth in Article 2 or as requested by the Owner.
- 1.2 Comply with governmental regulations.** The Consultant agrees to conform all professional services to the rules, laws and regulations of government agencies having jurisdiction over the project, and when the Owner advises Consultant that grants-in-aid are sought, then to conform such services to the rules, regulations and guidelines mandated by the granting authority for valid application to receive such grants-in-aid. The Consultant further agrees to comply with any special provisions that may be applicable to an individual work order, when so advised by Owner.
- 1.3 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 of Oklahoma, the Consultant agrees any state or federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant contract, including but not limited to all documents related to hiring and use of subcontractors/consultants. The Consultant 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, assessment, litigation or other action involving such records is started before the end of the three-year period, the records are required to be maintained for seven 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.
- 1.4 Ownership of construction documents and/or other instruments of service.** All original plans, studies, surveys, estimates, reports, photos, specifications, models and as-built drawings shall be the property of the State of Oklahoma and shall be delivered or electronically transmitted to the Owner at the address listed above. Any state department, board, commission, institution or Using Agency shall have access to the use of any construction documents filed with the Owner. It is agreed that, except for

the operation and maintenance of the specific, intended project, the Consultant's instruments of service are not prepared for or intended for any reuse.

- 1.5 The Consultant is considered to be acting as the Owner's Representative and shall, at any and all times, act in the best interest of the Owner, provide the Owner with the benefit of all their professional knowledge and advice pertaining to said work, and exercise the highest level of professional standards of care when performing the work.

**Article 2: Scope of services.**

- 2.1 The Consultant is to provide services under the following value-added programs service:

- Architect and Engineer Consulting.
- Construction Inspection.
- Real Estate Appraiser services.
- Geotechnical and Materials Testing.
- Environmental Consulting services.
- Environmental Abatement services.
- Land Surveying.
- Other (specify): \_\_\_\_\_

- 2.2 The Consultant hereby agrees to provide professional consulting services on a project-by-project basis as assigned by Owner. A specific scope of services shall be developed for each separate project assignment. Services may include the following:

- 2.2.1 Conduct preliminary investigations, surveys, studies, reports, cost estimates, drawings, testing or other consulting services necessary for the Owner to make informed decisions concerning the project.
- 2.2.2 Prepare and review with the Owner preliminary, schematic design or design development documents.
- 2.2.3 Prepare and review with the Owner construction documents and technical and special specifications as required for bidding, award and completion of a construction contract. Ensures that such construction documents are in compliance with the applicable state and federal laws and specified procurement requirements.
- 2.2.4 Prepare bid forms, review bids and provide recommendations to the Owner.
- 2.2.5 Provide construction administration for the project, issue certificates of payments, provide construction observation, and review and approve shop drawings and other construction phase services requested for the project.
- 2.2.6 Provide related professional services as may be requested by the Owner.
- 2.2.7 Provide an adequate number of site visits throughout the lifecycle of the project until substantial completion of the project is achieved.
- 2.2.8 Provide Owner with one full-size set of original reproducible documents and one copy of said documents on electronic media, or as otherwise stated in the agreed scope of services for the project.
- 2.2.9 Prescribe the testing of all materials or combination of materials whenever or wherever necessary to determine compliance with the prescribed specifications.

- 2.3 All plans, specifications and addenda, when relevant, shall be distributed for bids by the Owner.

**Article 3: Contract time, professional fees and work orders.**

- 3.1 This contract period shall coincide with the Owner's fiscal year beginning no sooner than July 1, \_\_\_\_\_, or the agreement date shown above, and terminate on June 30, \_\_\_\_\_. At the Owner's option, by written *Amendment to Professional Services*, the contract may be extended for two (2) additional one-year periods coinciding with the Owner's fiscal year.

- 3.2 Compensation. The clause marked with an "X" shall be the valid supplemental 3.2 clause:

- Compensation to the Consultant for work from an on-call program service shall not exceed \$100,000.00 per fiscal year, pursuant to state law.
- Compensation to the Consultant for work on an IDIQ program service shall be as identified in each individual work order and payable monthly based on work completed the previous month. The total contract sum shall not exceed \$250,000.00 for consulting services per project and \$2,500,000.00 estimated construction cost, pursuant to state law.

- 3.3 Upon written request by Owner for a proposal, Consultant shall take the necessary steps to evaluate the work required and prepare a project-specific scope of services and fee proposal, to include all associated costs and expenses. No work shall be performed by Consultant until receipt of a written work order from Owner. Neither the award of this contract, nor a request for proposal, guarantees that the Consultant will receive a work order.

- 3.4 All invoices must be submitted on the **OMES CAP Form G129, Owner's Representative (Consultant) Invoice**. Failure to submit invoices on the proper forms will delay payment. Letterhead invoices will not be accepted and should not accompany OMES CAP forms unless specifically requested by Owner. The form is available on the Owner's website at <https://oklahoma.gov/omes/divisions/capital-assets-management/construction-and-properties/resources/forms.html>.

#### Article 4: Insurance.

- 4.1 Prior to performing any work, the Consultant shall provide proof of insurance in the following minimum amounts:
- 4.1.1 Professional liability insurance of not less than one hundred thousand dollars (\$100,000.00) per occurrence and five hundred thousand (\$500,000.00) dollars in the aggregate annual limit of liability.
  - 4.1.2 Commercial general liability of not less than one hundred thousand dollars (\$100,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate.
  - 4.1.3 Automobile liability insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than one hundred thousand dollars (\$100,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) in the general aggregate.
  - 4.1.4 Property damage insurance of not less than one hundred thousand dollars (\$100,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the general aggregate.
  - 4.1.5 Excess umbrella insurance of five hundred thousand dollars (\$500,000.00).
  - 4.1.6 Workers' compensation insurance with statutory limits or **OMES CAP Form D312, Statement of Exemption from Workers' Compensation Act**, if exempt.
  - 4.1.7 The Owner retains the right to require higher amounts when the Owner determines it is necessary for a specific project assignment.
  - 4.1.8 Any request for a waiver or modification of the stated insurance amounts in Article 4 requires the approval of the CAM Administrator.

#### Article 5: Termination of Agreement.

- 5.1 The Owner may terminate this contract at any time by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities and materials in connection with the performance of this contract and shall proceed to promptly cancel all existing orders to this contract. If the contract is terminated due to the fault of the Consultant, no further payments on account of the fee will thereafter be made. If the contract is terminated due to no fault of the Consultant, the Consultant will be paid the portion of the prescribed fee covering the work actually performed under this contract, less such payments as have previously been made and less any amount due to the Owner by reason of any prior default of the Consultant.
- 5.2 The Consultant may terminate this contract in writing in the event of substantial failure by the Owner to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the Owner is given: (1) not less than thirty (30) calendar days written notice (delivered by electronic mail and certified mail; return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

#### Article 6: Miscellaneous provisions.

- 6.1 **The Consultant shall immediately provide written notification to the Owner if the contract sum shall exceed \$250,000.00 and/or the estimated construction cost shall exceed \$2,500,000.00. Such notification shall be sent to [cap@omes.ok.gov](mailto:cap@omes.ok.gov) and the appropriate CAP personnel for review.**
- 6.2 The Consultant shall have no responsibility for the discovery, identification, handling, removal, disposal or exposure of persons to hazardous materials including, without limitation, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, unless specifically required by the agreed scope of services. The Consultant shall notify the Owner if the presence of hazardous materials is suspected.
- 6.3 None of the parties hereto shall assign, sublet or transfer any interest in this contract without the written consent of the other party.
- 6.4 The Consultant shall not have authority to approve any change in plans, specifications or designs without the written consent of the Owner.
- 6.5 The parties hereto each bind themselves, their partners, successors, executors, administrators and assigns in respect to all covenants of this agreement.

- 6.6 Federal funds.** For any Consultant services utilizing federal funds for payment, additional terms may be required, included and attached to the proposal prior to the Notice to Proceed/Work Order being issued to ensure compliance with any applicable federal requirements.
- 6.7 Oklahoma Taxpayer and Citizen Protection Act of 2007.** The Consultant certifies that it and all proposed subcontractors/consultants, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [e-verify.gov](http://e-verify.gov).
- 6.8 Oklahoma governor's Executive Order 2012-01.** Per the 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 7: See next page.**

This agreement is entered into as of the date first written on Page 1.

**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

**CONSULTANT SIGNATURE**

**Non-collusion statement**

The authorized representative for the Consultant, 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 have 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

EIN/TIN number

**EXHIBITS/ATTACHMENTS (LIST ALL THAT APPLY)**

- A201 General Conditions of the Contract for Construction**
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