



Office of Management & Enterprise Services ■ Capital Assets Management ■ Construction and Properties

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion. The responsibilities of the Consultant described in CAP Form A201 General Conditions of the Contract for Construction, are included as part of this Contract.

AGREEMENT made as of the _____ day of _____ in the year 20____

BETWEEN THE OWNER:

State of Oklahoma
OMES/CAM/CAP
P.O. BOX 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

PROJECTNUMBER <i>(Cap Project Number)</i>	UPOPONUMBERTXT16 <i>(Purchase Order Number)</i>
PROJECTNAME <i>(Project Name)</i>	
LOCATION <i>(Address/Location)</i>	

ON BEHALF OF THE USING AGENCY:

AGENCYNAMETB50
(Using Agency Name)

AND THE CONSULTANT:

Consultant Name <i>(Company Name)</i>	City, State Zip <i>(City, State ZIP)</i>	
Address <i>(Address)</i>	Email <i>(Email)</i>	Phone <i>(Telephone Number)</i>

In consideration of the mutual covenants and obligations contained herein, Owner, Using Agency and Contractor 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 CONSULTINGSERV_PD_LB 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 with 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" include 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 Consultant agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to performance of the resultant contract. 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, 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.
- 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 services 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 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 Consultant is to provide services under the following Value-Added Programs Service:
SCOPEOFSERV_PD

2.2 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 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 Owner preliminary, schematic design or design development documents.

2.2.3 Prepare and review with Owner construction documents and technical and special specifications as required for bidding, award and completion of a construction contract.

2.2.4 Prepare bid forms, review bids and provide recommendations to Owner.

2.2.5 Provide Construction Administration for the Project, issue certificates of payments, provide construction observation, review and approve shop drawings and other construction Phase services requested for the project.

2.2.6 Provides related professional services as may be requested by the Owner.

2.2.7 Provide Owner with one (1) full size set of original reproducible documents and one (1) copy of said documents on electronic media, or as otherwise stated in the agreed Scope of Services for the Project.

2.2.8 Prescribe the testing of all materials, or combination of materials, whenever or wherever, necessary to determine whether the prescribed specifications are being complied with.

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, Fiscal Year or the agreement date shown above, and terminate on June 30, Fiscal Year. At the Owner's option, by written *Amendment to Professional Services*, the contract may be extended for Extension Years additional one (1) year periods coinciding with the Owner's Fiscal Year.

3.2 **Compensation.** (The clause selected 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 \$100,000.00 per project, 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, or a request for proposal, guarantees that the Consultant will receive a Work Order.

3.4 All invoices must be submitted on the 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 the CAP Form(s) unless specifically requested by Owner. The form is available from the Owner's website (<https://omes.ok.gov/services/construction-and-properties/>).

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 \$1,000,000.00 or \$XX, whichever is greater, per occurrence.
 - 4.1.2 General Liability Insurance of not less than \$1,000,000.00 per occurrence.
 - 4.1.3 Property Damage Insurance of not less than \$100,000.00 per occurrence.
 - 4.1.4 Automobile Insurance of not less than \$1,000,000.00 per occurrence.
 - 4.1.5 Workers' Compensation Insurance with Statutory limits or CAP Form D312 *Statement of Exemption from Workers' Compensation Act Affidavit*, if exempt.
 - 4.1.6 Owner retains the right to require higher amounts when the Owner determines it is necessary for a specific project assignment.

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 cancel promptly 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 proportion 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 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 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 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.
- 6.2 **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.
- 6.3 **State of Oklahoma Governor's Executive Order 2012-01.** Per the State of Oklahoma Governor's Executive Order 201201, filed February 6, 2012, and 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.

IT IS FURTHER UNDERSTOOD AND AGREED that:

- none of the parties hereto shall assign, sublet or transfer any interest in this Contract without the written consent of the other party;
- the Consultant shall not have authority to approve any change in plans, specifications or designs without the written consent of the Owner; and
- the parties hereto each bind themselves, their partners, successors, executors, administrators and assigns in respect to all covenants of this agreement.

This agreement is entered into as of the day and year first written above.

OWNER:

State of Oklahoma
Office of Management and Enterprise Services
Capital Assets Management
Construction and Properties

USING AGENCY:

The Using Agency certifies that funds are available and dedicated to complete 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.

(Owner Signature)

(Date Signed)

(Authorized Representatives Signature)

(Date Signed)

(Owner Printed Name)

(Authorized Representatives Printed Name)

(Owner Printed Title)

(Authorized Representatives Printed Title)

CONSULTANT:

Non-Collusion Statement

The Authorized Representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that (s)he is 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.

(S)He is 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: and

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.

Exhibits/Attachments list:

(Authorized Representative Signature)

(Date Signed)

(Authorized Representative Printed Name)

(Authorized Representative Printed Title)

(EIN/TIN number)