



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

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_.

**BETWEEN THE OWNER:**

**PROJECT:**

State of Oklahoma  
OMES/CAM/CAP  
P.O. Box 53448  
Oklahoma City, OK 73152-3448  
[cap@omes.ok.gov](mailto:cap@omes.ok.gov)

\_\_\_\_\_  
(CAP Project Number) (Solicitation Number)  
\_\_\_\_\_  
(CAP Project Name)  
\_\_\_\_\_  
(Address/Location)

**ON BEHALF OF THE USING AGENCY:**

\_\_\_\_\_  
(Using Agency Name)

**AND THE DESIGN-BUILDER:**

\_\_\_\_\_  
(Company Name) (City, State ZIP)  
\_\_\_\_\_  
(Address) (Email) (Telephone Number)

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

**ARTICLE 1: General.**

1.1. Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this agreement.

1.2. Definitions. Terms, words and phrases used within this Agreement shall have the same meanings given them in CAP Form DB535 General Conditions of the Contract for Design-Build ("General Conditions").

**ARTICLE 2: Design-Builder's Services and Responsibility.**

2.1. Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (a.) employed by Design-Builder, or (b.) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner or Using Agency and any independent design professional.

2.2. Intent. The intent of this Agreement is for the Design-Builder to prepare a Design Technical Proposal, consisting of design criteria, drawings, diagrams and specifications setting forth the requirements of the Project; and a Prices Proposal compliant with the requirements set forth within the Request for Proposals (Phase II) documents.

2.3. Completion of this Agreement. Design-Builder, to be eligible for the stipend, must submit a Design-Technical Proposal that is considered a conforming proposal (in conformance with the Owner's Project Criteria) and rates higher than \_\_\_\_\_ out of \_\_\_\_\_ in the Design Technical Proposal evaluation process as well as a Prices Proposal that does not exceed the CCL. The Design-Builder shall not be eligible for a stipend if it withdraws from the selection process prior to contract award.

**ARTICLE 3: Ownership of Work Product.**

3.1. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are the property of the State of Oklahoma in accordance with the General Conditions of Contract, State Statutes and Administrative Rules. Owner shall retain the ownership and property interests therein, including the copyright thereto.

**ARTICLE 4: Stipend.**

4.1. In order to promote increased competition and to enhance design innovation during this competition, the Owner offers to pay a Stipend of \_\_\_\_\_ to each of the two unsuccessful Design-Build Respondents of this Solicitation, in consideration for preparation of a Proposal, otherwise meeting the minimum requirements described herein.

In executing this Agreement, Owner, Using Agency and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary authorized approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

State of Oklahoma  
Office of Management and Enterprise Services  
Capital Assets Management  
Department of Real Estate Services

**USING AGENCY:**

The Using Agency certifies that funds are available and dedicated to completing 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's Representative Signature) (Date Signed)

\_\_\_\_\_  
(Authorized Representative Signature) (Date Signed)

\_\_\_\_\_  
(Owner's Printed Name)

\_\_\_\_\_  
(Authorized Representative Printed Name)

\_\_\_\_\_  
(Owner's Printed Title)

\_\_\_\_\_  
(Authorized Representative Printed Title)

**DESIGN-BUILDER:**

Non-Collusion Statement

The Authorized Representative for the Design-Builder, 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.

\_\_\_\_\_  
(Authorized Representative Signature) (Date Signed)

\_\_\_\_\_  
(Authorized Representative Printed Name)

\_\_\_\_\_  
(Authorized Representative Printed Title)

\_\_\_\_\_  
(EIN/TIN number)