



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

Standard Form of Agreement  
Between Owner and Contractor  
Where the Basis of Payment is a  
Stipulated Sum (IDIQ)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the 19th day of Febraury, 2016.

BETWEEN the Owner:           **State of Oklahoma**  
  **Office of Management and Enterprise Services**  
  **Division of Capital Assets Management**  
  **Construction and Properties Department**  
  **Will Rogers Building**  
  **2401 N. Lincoln, Suite 106**  
  **Oklahoma City, OK 73152-3448**

On behalf of:                   **Office of Management & Enterprise Services**  
  **Div. of Capital Asset Management**  
  **Construction & Properties Dept.**

And the Contractor:           **Oklahoma Independent Elevator**  
  **101 NE 53rd St, Oklahoma City, OK 73105**

The Project is:                 **State of Oklahoma Elevator Maintenance Contract**  
  **DCAM #15260RR - Area 1**

The Consultant is:             **N/A**

The Owner and the Contractor agree as follows:

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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 Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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 Work Order.
- 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than June 30, 2016 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 Indefinite Quantity, Indefinite Delivery, on an as needed basis based upon the Unit Price Schedule attached, 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:

See Bid Form, attached.

## 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 Department of the Division 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:

.1 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 Document A201-General Conditions;

.2 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%).

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of CAP Document A201-1997.

**5.1.7** The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 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 (stat other requirements if any).

.2 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 CAP Document A201-General Conditions.

**5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

Refer to CAP Form A201 General Conditions Section 9.3.1.1.

## 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:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of CAP Document A201-General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 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 CAP Document A201-General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of CAP Document A201-General Conditions.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of CAP Document A201-General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Document.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal state rate.

7.3 The Owner's representative is: **Mickerl Jones**  
**Acting State Construction Administrator**  
**Construction and Properties Department**  
**Division of Capital Assets Management**  
**P. O. Box 53448**  
**Oklahoma City, OK 73152-3448**

7.4 The Contractor's representative is: **Larry Jackson.**

7.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.7 **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.

7.8 The Contractor certifies that it and all proposed subcontractors, 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 [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

7.9 Other provisions:

7.9.1 Per the State of Oklahoma Governor's Executive Order 2012-01, 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.

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Contractor, CAP Document A101.

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 2015 and are as follows:

Document	Date
See Project Manual for DCAM #15260RR	

8.1.4 The Specifications are those contained in the Project Manual dated December 2015 as in Subparagraph 8.1.3, and are as follows:

Number	Title	Date
See Project Manual for DCAM #15260RR		

8.1.5 The Drawings are as follows, and are dated None unless a different date is shown below:

Number	Title	Date
None		

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	12/22/15	4

8.1.7 Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

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

**Notice to Proceed/Work Order**

This agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Consultant for use in the administration of the Contract, and the remainder to the Owner.

This Agreement entered into as of the day and year written above.

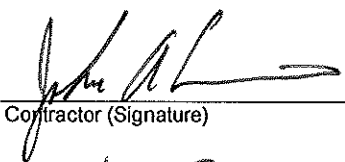
STATE OF OKLAHOMA  
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
DIVISION OF CAPITAL ASSETS MANAGEMENT

OKLAHOMA INDEPENDENT ELEVATOR

\_\_\_\_\_  
Owner (Signature)

Mickerl Jones  
Acting State Construction Administrator  
Construction and Properties Department

\_\_\_\_\_  
Contractor (Signature)

  
John Suarez 13-4314367  
(Printed name and title) FEI #

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.

OMES/DCAM/CAPD

\_\_\_\_\_  
Using Agency Authorized Representative (Signature)

\_\_\_\_\_  
(Printed name and title)



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

Non-Collusion Affidavit

The statement below must be signed and notarized before this contract will become effective

John Suarez, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the State of Oklahoma.

Affiant further states that contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

*John A L*  
 Contractor

John Suarez Sales Director  
 (Printed name and title)

Subscribed and sworn to before me this 25 day of February, 2016.



*Donna McCrory*  
 Notarial Officer

Commission Number: N/A

My Commission Expires: 5/22/19

**State Elevator Maintenance Program Bid Form**

**Elevator Contract Area: 1**

**CONTRACT PERIOD**

		<b>1.1 Maintenance and Inspection</b>	<b>Unit</b>	<b>Unit Price</b>	<b>X</b>	<b>Estimated Quantity</b>	<b>=</b>	<b>Extended Price</b>
1.1	10 100	Monthly Preventive Maintenance & Inspection Services Cost	EA	\$150 <sup>00</sup>	X	12	=	\$1,800 <sup>00</sup>
1.1	10 200	Annual Inspection & Maintenance	EA	\$1,800 <sup>00</sup>	X	1	=	\$1,800 <sup>00</sup>
1.1	10 300	(6) Year Inspection & Maintenance	EA	\$500 <sup>00</sup>	X	1	=	\$500 <sup>00</sup>
<b>2.1 Hourly Service Rates</b>								
2.1	10 100	Licensed Mechanic	HR	\$150 <sup>00</sup>	X	50	=	\$7,500 <sup>00</sup>
2.1	10 200	Apprentice	HR	\$100 <sup>00</sup>	X	50	=	\$5,000 <sup>00</sup>
2.1	20 100	Licensed Mechanic After Hours Rate	HR	\$225 <sup>00</sup>	X	50	=	\$11,250 <sup>00</sup>
2.1	20 200	Apprentice After Hours Rate	HR	\$150 <sup>00</sup>	X	50	=	\$7,500 <sup>00</sup>
2.1	30 100	Licensed Mechanic Holiday rate	HR	\$300 <sup>00</sup>	X	50	=	\$15,000 <sup>00</sup>
2.1	30 200	Apprentice Holiday Rate	HR	\$200 <sup>00</sup>	X	50	=	\$10,000 <sup>00</sup>
2.1	30 300	Travel Time	HR	\$150 <sup>00</sup>	X	50	=	\$7,500 <sup>00</sup>
<b>3.1 Parts</b>								
3.1	10 100	Parts quote. Contractor cost plus 10% (See Specification. Do not enter any pricing)						

**Total Price = \$67,850<sup>00</sup>**

**THE TOTAL PRICE IS THE SUM OF ALL PRICES IN THE EXTENDED PRICE COLUMN**

- Mechanic is defined as: a "Licensed elevator mechanic" which means a person who possesses a valid elevator mechanic's license issued by the Department of Labor in accordance with the provisions of the Elevator Safety Act and is thus, when employed by a licensed elevator contractor, entitled to install, construct, alter, service, repair, perform electrical work on, test, and maintain elevators.
- Apprentice is defined as an "Elevator apprentice" meaning an unlicensed person registered with the Department of Labor who works under the direct supervision of a licensed elevator mechanic, licensed elevator contractor, or licensed elevator inspector.
- Contractor's License Number: 50093
- Emergency (24 hr.) phone number: 866-480-8432
- Holidays are those days that are officially recognized as such by the State of Oklahoma.
- Bidders shall submit numerical bids only on any part of the Bid Forms.
- "Elevator equipment" shall be defined as any means of automated conveyance as described in the Elevator's Safety Act, including but not limited to: passenger and freight elevators, escalators, chair lifts, automated walkways, etc...