

AGREEMENT

This Agreement, made this ___ day of _____, 20___ between _____
(hereinafter called the Owner) and _____ (hereinafter called the Contractor).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The Contractor will commence and complete the work for:

- 2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

- 3. The Contractor will commence the work required by the Contract documents within _____ calendar days after the date of the Notice to Proceed and will complete the same within _____ calendar days unless the period for completion is extended otherwise.

- 4. The Contractor agrees to perform all the work described in the Contract documents and comply with the terms therein for the sum of \$_____ or as shown in the Bid Schedule.

- 5. The term "Contract documents" means and includes the following:

- | | |
|--------------------------------------|------------------------------|
| (A) Advertisement for Bids | (I) Standard Requirements |
| (B) Information for Bidders | (J) Statutory Bond |
| (C) Bid Proposal | (K) Performance Bond |
| (D) Bid Schedule | (L) Maintenance Bond |
| (E) Business Relationships Affidavit | (M) Certificate of Insurance |
| (F) Non-collusion Affidavit | (N) Notice of Award |
| (G) Bid Bond | (O) Notice to Proceed |
| (H) Agreement | (P) Change Order |
- (Q) Drawings prepared by _____.
Numbers _____ through _____, and dated ___/___/_____.
- (R) Specifications prepared by _____, dated ___/___/_____.
- (S) ADDENDA:
 No. _____, dated ___/___/_____ No. _____, dated ___/___/_____

 No. _____, dated ___/___/_____ No. _____, dated ___/___/_____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Standard Requirements such amounts as required by the Contract documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. It is understood that the following are also required of the Contractor in performance of this contract:

- a. Liquidated damages for failure to complete the work within the time specified shall be assessed at the rate of \$_____ per day for each additional calendar day until the work is completed.
- b. Contractor shall comply with the Underground Facilities Damage Prevention Act (63 O.S. 42.1 et seq.).

9. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

- a. The Contractor has reviewed the grant conditions and all the other conditions in the Supplemental Conditions ORF-185.
- b. The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
- c. The Contractor acknowledges to and for the benefit of the Owner and the State of Oklahoma (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.
- d. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary

to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

- e. The Contractor has registered for the System for Award Management (SAM) that is required for all SRF program projects. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New applicants and awardees can go to SAM.gov to complete the registration process.

- f. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in _____ copies each of which shall be deemed an original on the date first above written.

Owner’s Authorized Representative	Title	Signature	____/____/____ Date
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Attested by	Title	Signature	____/____/____ Date
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Contractor’s Authorized Representative	Title	Signature	____/____/____ Date
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Attested by	Title	Signature	____/____/____ Date
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