



The statement below must be signed before these documents will become effective.

The term "Vendor" shall be a Contractor/General Contractor, Construction Manager or Design-Builder, dependent upon the Contract.

STATEMENT EXECUTED on the _____ day of _____ in the year **20**____.

OWNER:

State of Oklahoma
OMES/CAM/DRES Construction and Properties
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

(CAP Project Number)

(CAP Project Name)

(Address/Location)

USING AGENCY:

(Using Agency Name)

VENDOR:

(Company Name)

(Email)

(Telephone Number)

(Subcontractor Company Name)

(Legal Address of Insured Off-site Storage)

Vendor or Subcontractor does certify and attest the following for the benefit of Vendor and the Owner:

1. Vendor and its sub-contractors and material vendors will be paid for materials now stored for later incorporation into the Project (the "Stored Materials") on receipt of payment from Owner;
2. Sub-contractors and material vendors expressly waive and release any and all lien rights for the Stored Materials, and any rights they might have to file preliminary notices of lien;
3. Sub-contractors and material vendors have not filed any preliminary notices of lien;
4. Quantity, cost and value of the Stored Materials inspected are as represented;
5. The Stored Materials are in strict accordance with all requirements of the plans and/or specifications or, if not, written approval has been received for any variations;
6. While the Stored Materials are at the Storage Site, they shall be properly stored, appropriately tagged and identified as being for the Project and shall be appropriately segregated from other building materials or inventory;
7. Vendor undertakes full responsibility for the care, custody, and protection of the Stored materials at the Storage Site, and in the event of loss or damage to the Stored Materials not covered by Owner's or Vendor's Builders Risk Insurance, Vendor will replace them in a timely manner at no cost to Owner or Vendor;
8. If the Stored Materials remain in the possession and control of the Vendor at the Storage Site, Vendor shall maintain appropriate and adequate liability insurance coverage to cover their loss or damage and shall attach hereto evidence of such insurance to Owner; and
9. Vendor guarantees delivery of the Stored Materials from the Storage Site to the place and position of final installation of the Project at its expense and risk (except as such risk may be covered by Owner's or Vendor's Builders Risk Insurance).
10. A written title to all materials covered must be included, of which shall pass to the Owner (State of Oklahoma).
11. The Owner's Representative (Consultant) or Using Agency's Supervisory Official has performed an on-site inspection of the facilities and verified the authenticity of quantities of Stored Materials. The expenses incurred by the Consultant or Supervisory Official shall be the responsibility of the Vendor for all inspections, if so requested.

In witness of the foregoing, Vendor/Subcontractor, by its duly authorized officers or representatives, has executed this Statement on Date indicated above and does swear or affirm, under penalty of perjury, that this statement is true and correct.

(Vendor Signature)

(Vendor Printed Name)

(Vendor Printed Title)

(Date)