



Date of Final Completion is the ____ day of _____, _____.

PARTIES TO CONTRACT

| | |
|---|---|
| Owner: State of Oklahoma OMES CAM CAP cap@omes.ok.gov | Using Agency: |
| Owner's Representative: | Contractor/Construction Manager/Design-Builder: |

PROJECT

| | | | |
|------------------------|--------------------------------------|------------------------------------|--|
| CAP project number | Date of Agreement | Final Contract amount | |
| CAP project name | Address/location | | |
| Notice to Proceed date | Contract Substantial Completion date | Actual Substantial Completion date | Variance (in days) of Contract Sub Comp date |

DESCRIPTION OF WORK BEING CERTIFIED FOR FINAL COMPLETION

The above-described Work has been reviewed and found to be complete in accordance with the Contract, except as noted below:

CERTIFICATION OF PAYMENT OF DEBTS AND CLAIMS

The undersigned Contractor, Construction Manager, or Design-Builder hereby certifies and solemnly swears or affirms, under penalty of perjury, that except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all Work, labor and services performed, and for all known indebtedness and claims against the Contractor, Construction Manager, or Design-Builder for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner, Using Agency or Using Agency's property might in any way be held responsible.

Exceptions:

CERTIFICATION OF PAYMENT OR RELEASE OF LIENS

The undersigned Contractor, Construction Manager, or Design-Builder hereby further certifies and solemnly swears or affirms, under penalty of perjury, that to the best of their knowledge, information and belief, except as noted below, the Release or Waivers of Liens attached hereto included the Contractor, Construction Manager, or Design-Builder, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against property of the Owner arising in any manner out of performance of the Contract referenced above.

Exceptions:

SIGNATURES

Contractor/Construction Manager/Design-Builder

The undersigned Contractor, Construction Manager, or Design-Builder hereby further certifies and solemnly swears or affirms, under penalty of perjury, that all Work under the Contract referenced above, inclusive of all amendments and change orders thereto, have been completed in accordance with the requirements of said Contract; that all Worker's Compensation claims covered by Worker's Compensation Insurance as required by law; that all public liability claims are adequately covered by insurance; that I, acting for the Contractor, Construction Manager, or Design-Builder, shall save, protect, defend, indemnify and hold the State of Oklahoma harmless from and against all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the Work included under said Contract.

Authorized representative name

Title

Signature

Date

Supporting Documents attached hereto:

☐ CAP FORM G707 – Consent of Surety to Final Payment.

☐ Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

Owner's Representative/Supervisory Official

The undersigned Owner's Representative/Supervisory Official certifies and solemnly swears or affirms, under penalty of perjury, that, as of the date stated above, Final Completion of the above-described Work has been achieved under the terms of the Agreement with the Contractor, Construction Manager, or Design-Builder; that the Project has been approved for occupancy; that the Contractor, Construction Manager, or Design-Builder has submitted all required documents and have been accepted as compliant with Contract requirements.

Authorized representative name

Title

Signature

Date

Using Agency

The undersigned Using Agency hereby certifies and solemnly swears or affirms, under penalty of perjury, that (s)he has reviewed and agrees to have found the Work performed by the Contractor, Construction Manager, or Design-Builder, to the best of their knowledge, information and belief, to be complete for occupancy, operation, and maintenance, subject to exceptions noted herein.

Authorized representative name

Title

Signature

Date

Owner

The undersigned Owner agrees that, to the best of his/her knowledge, Final Completion of the above-described Work has been achieved as of the date stated above. Signing of this Certificate of Final Completion by the Owner in no way alters the responsibility of the Contractor, Construction Manager, or Design-Builder under the Agreement and the Contract Documents including, without limitation, all warranties and guarantees.

(The Using Agency is authorized to make Final Payment.)

Authorized representative name

Title

Signature

Date