



# Assignment of Professional Services Agreement

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion. The responsibilities of the Owner's Representative described in CAP Form A201 *General Conditions of the Contract for Construction*, are included as part of this Contract.

**DATE OF ASSIGNMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **20**\_\_\_\_.

**BETWEEN THE OWNER:**

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

**PROJECT:**

\_\_\_\_\_  
*(CAP Project Number)* \_\_\_\_\_ *(Contract Date)*  
\_\_\_\_\_  
*(CAP Project Name)*  
\_\_\_\_\_  
*(Address/Location)*

**ON BEHALF OF THE USING AGENCY:**

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

**AND THE ASSIGNOR:**

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

**AND THE ASSIGNEE:**

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

**ARTICLE 1: General.**

**1.1** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, hereby agrees to assign, pledge, transfer and set over to Assignee, all of its rights, title and interest in and to its Agreement with the Owner to provide architectural and/or engineering services for the Project, attached hereto as Exhibit A, in accordance with the following terms and conditions:

**1.1.1 The Assignment:**

- a. Assignor shall retain full right, title and interest to any and all compensation due pursuant to the Agreement for services provided or performed on or before the date of this assignment.
- b. Assignor shall retain full responsibility for its obligations and services performed under the Professional Services Agreement prior to or on the assignment date.

pursuant to the terms of the Agreement. Assignee agrees to perform all services remaining to be performed under the Agreement after the date of this assignment in accordance with the terms of the Agreement and General Conditions.

**b.** Assignee hereby accepts the Assignment from the Assignor of all the Assignor's right, title and interest remaining in and to compensation due pursuant to the contract for all services provided or performed by the assignee after the date of this assignment.

**c.** Assignee shall maintain insurance as required by the Agreement. Verification of the required insurance from the insurance carrier(s) shall be submitted to the Owner with this assignment.

**1.1.2 The Acceptance of Assignment:**

- a. Assignee hereby accepts assignment of Assignor's responsibilities and obligations to complete performance

**ARTICLE 2: Consent to Assignment.** The Owner and Using Agency consent to the Assignor's assignment to Assignee of its remaining rights and obligations under the terms of the attached Agreement for Professional Services for the Project.

**OWNER:**

\_\_\_\_\_  
*(Owner Signature)* \_\_\_\_\_ *(Date Signed)*  
Mickerl Jones  
Director, Construction and Properties

**USING AGENCY:**

\_\_\_\_\_  
*(Authorized Representative Signature)* \_\_\_\_\_ *(Date Signed)*  
\_\_\_\_\_  
*(Authorized Representative Printed Name)*  
\_\_\_\_\_  
*(Authorized Representative Printed Title)*

**ASSIGNOR:**

\_\_\_\_\_  
*(Authorized Representative Signature)* \_\_\_\_\_ *(Date Signed)*  
\_\_\_\_\_  
*(Authorized Representative Printed Name)*  
\_\_\_\_\_  
*(Authorized Representative Printed Title)*

**ASSIGNEE:**

\_\_\_\_\_  
*(Authorized Representative Signature)* \_\_\_\_\_ *(Date Signed)*  
\_\_\_\_\_  
*(Authorized Representative Printed Name)*  
\_\_\_\_\_  
*(Authorized Representative Printed Title)*