



OKLAHOMA
Environmental
Quality

AGENCY CONSTRUCTION AND PROPERTIES TERMS AND CONDITIONS

All state construction activities are governed by [Title 61 – Public Buildings and Public Works](#) and [Title 260, Chapter 65 – Office of Management and Enterprise Services: Construction and Properties](#). The Public Building Construction and Planning Act ([61 O.S. §202–220](#)) establishes the statutory policies and procedures for state construction projects and empowers a team of professionals to support agencies in achieving their construction goals.

Under this Act, Construction and Properties (CAP) is responsible for awarding and administering contracts for consultants, construction managers, and construction services ([61 O.S. §208](#)). Consultants and construction managers are selected in accordance with 61 O.S. §60–65, while construction contracts are awarded pursuant to [the Public Competitive Bidding Act of 1974 \(61 O.S. §101–138\)](#). The Contract and these General Conditions take precedence over all other Contract Documents including but not limited to the Drawings and Specifications.



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Section 1: Definitions And Interpretation

This section outlines key terms and concepts used throughout the Contract and all Procurement Documents. These definitions are intended to ensure clarity, consistency, and shared understanding between all parties involved in the construction process. Capitalized terms refer to either specifically defined terms or formal references to numbered articles, paragraphs, or clauses.

Addendum or Amendment: A written amendment or clarification to a Contract Document, formally executed by both the Supplier and the State.

Change Order: Is a written modification to the Contract, signed by both parties.

Construction: Refers to the planning, acquisition, design, building, equipping, alteration, repair, improvement, maintenance, or demolition of any structure or related facility—including utilities and other enhancements to real property ([61 O.S. §208](#)).

Consultant: Includes architects, engineers, and other qualified professionals necessary for planning a construction project ([61 O.S. §208](#)).

Contract: The Contract represents the entire and integrated agreement between the Owner and the Contractor, superseding all prior negotiations, representations, or agreements—whether written or oral. Amendments or modifications to the Contract shall only be made through a duly executed Change Order.

The Contract shall not be interpreted to create contractual relationships between:

- a. The Consultant and the Contractor
- b. The Owner and any Subcontractor or Sub-subcontractor
- c. Any other parties except the Owner and the Contractor

However, the Consultant is entitled to enforce obligations under the Contract that support the performance of their duties

Contract Documents: Collectively form the binding agreement between the Owner and the Contractor. They include:

- a. The executed agreement between the Owner and Contractor (the “Contract”)
- b. General, Supplementary, and other Conditions of the Contract
- c. Drawings and Specifications, typically compiled in a booklet titled “Project Manual”
- d. Addenda issued prior to execution of the Contract
- e. Other documents listed in the Contract
- f. Change Orders issued after execution of the Contract



Drawings: Are the graphic and pictorial components of the Contract Documents. They illustrate the design, location, and dimensions of the Work and may include Plans, Elevations, Sections, Details, Schedules, Diagrams and Drawing notes are the written requirements found in the Project Manual. They detail the standards for materials, equipment, construction systems, workmanship, and related services. In the event of a discrepancy between the Drawings and Specifications, the Specifications shall take precedence. Any such discrepancies must be reported to the Owner's Representative (Consultant) and the Owner prior to execution of related Work.

Environmentally Preferable Goods and Services (EPGS): Products or services that demonstrate a reduced environmental impact over their lifecycle compared to alternatives serving the same function. Such goods may feature attributes including, but not limited to: minimal packaging, ease of reuse or recycling, reduced greenhouse gas emissions, improved energy and water efficiency, use of renewable or alternative energy sources, reduced waste generation, and lower exposure to toxic or hazardous substances.

Execution, Correlation, and Intent: The Contract Documents shall be signed by both the Owner and the Contractor. By executing the Contract, the Contractor affirms that they have: Visited the site, familiarized themselves with local conditions, and Correlated site observations with the requirements of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The documents are complementary; requirements in one are binding as if stated in all. Contractor performance is expected to align with the Contract Documents and any reasonably inferable requirements necessary to achieve the intended results.

Mandatory And Non-Mandatory Terms: The terms "shall", "must", "will", or "is required" herein refer to a mandatory term. Failure to meet any mandatory term will result in noncompliance. The terms "can", "may", or "should" herein refer to a desirable item preferred by DEQ but will not result in noncompliance.

Non-Public Data: Shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

Project: Encompasses the total scope of construction, which may include the Work performed under this Contract as well as other construction activities undertaken by the Owner or separate Contractors.

Oklahoma Department of Environmental Quality (DEQ): Referred to herein as "the Agency," the Oklahoma Department of Environmental Quality (DEQ) is structured to fulfill its statutory responsibilities as outlined in its enabling legislation. The Agency is comprised of the Office of the Executive Director, the Administrative Services Division, and five technical divisions, each tasked with overseeing specific environmental program areas.



Office of the Executive Director (OED): This office includes the Office of General Counsel (OGC), the Office of Continuous Improvement (OCI), the Office of Grants and Funding Resources (OGF), the Office of Communications and Education (OCE), and the Office of Public Outreach (OPO). It is responsible for agency-wide management decisions, final departmental policies, issuance of major permits and enforcement orders, and governmental relations. OGC provides legal counsel to DEQ staff on matters involving laws, regulations, court rulings, and enforcement actions. OCE and OPO oversee customer assistance programs, media relations, social media engagement, and public education initiatives.

Administrative Services Division (ASD): This division handles the Agency's internal support functions, including financial management, contracting and acquisitions, human resources, employee training, central records maintenance, and facility operations.

Technical Divisions (TDs): DEQ is organized into five specialized technical divisions, each tasked with overseeing distinct environmental programs and regulatory responsibilities. The TDs are:

Air Quality Division (AQD): Implements both state and federal Clean Air Acts by establishing requirements and strategies to reduce emissions and improve air quality. Key responsibilities include compliance monitoring, enforcement, emissions inventory, quality assurance, ambient air monitoring, data analysis, and permitting.

Environmental Complaints and Local Services Division (ECLS): Serves as the primary point of contact for environmental complaints from Oklahoma residents, operating through 24 field offices and a 24/7 hot line. ECLS responds to environmental emergencies—including hazardous material spills and natural disasters—and conducts inspections of private wells, soil profiles, and individual sewage disposal systems. The division also licenses and regulates septic tank installers and cleaners, and performs multi-media inspections of facilities statewide, including those with water supply, water pollution, and air quality permits.

Land Protection Division (LPD): Regulates hazardous and solid waste treatment, storage, and disposal facilities. LPD also manages radioactive materials, oversees land restoration efforts to ensure safety and usability, and coordinates environmental education initiatives within the agency.

State Environmental Laboratory Services Division (SELS): Provides analytical laboratory services to DEQ programs, other state agencies, and public water supply systems across Oklahoma. SELS operates organic and inorganic chemistry labs and manages the Laboratory Accreditation Unit, which oversees accreditation for both in-state and out-of-state environmental laboratories.

Water Quality Division (WQD): Administers programs under the state and federal Clean Water Acts, focusing on reducing water pollution and enhancing water quality. WQD oversees water supply systems, source water protection, sludge disposal, and municipal and industrial pollution control. Activities include plan reviews, permitting, compliance tracking, enforcement, water quality planning, training and certification, complaint resolution, and regulation of municipal water and wastewater operations.



Organization and Terminology: The organization of Specifications into divisions, sections, and articles, and the arrangement of Drawings, shall not dictate how the Contractor divides the Work among Subcontractors or assigns trade responsibilities. Unless otherwise stated, terms with established technical or construction industry meanings are used in accordance with those recognized definitions.

Owner: Refers to the State of Oklahoma, acting through the Office of Management and Enterprise Services (OMES), Capital Assets Management – Construction and Properties. The Owner typically acts on behalf of another state agency, commission, or department and is referred to in the Contract Documents as a singular entity.

Ownership and Use of Documents: All Drawings, Specifications, and related documents prepared by the Consultant are the property of the State of Oklahoma. The Contractor may retain one record set for contract purposes. No party—including Subcontractors, Sub-subcontractors, or suppliers—may claim copyright or use these documents for other projects without written consent from the Owner. A limited license is granted to use and reproduce applicable portions of the documents solely for execution of the Work under this Contract. Upon completion of the Work, all copies (except the Contractor’s record set) must be returned or accounted for upon request. The Contractor is responsible for providing all necessary copies of the Drawings and Project Manuals. The Owner will supply an electronic version to the designated reproduction company.

Using Agency: Refers to the specific state agency, commission, or department for which a construction project is being executed. While the Owner is the State of Oklahoma acting through the Office of Management and Enterprise Services (OMES) Construction and Properties, the Using Agency is the entity that initiates the project and benefits from its completion.

Work: Refers to all construction and related services required by the Contract Documents, whether completed or in progress. It includes all labor, materials, equipment, and services provided by the Contractor to fulfill contractual obligations. The Work may represent the entirety or a portion of the overall Project.

Section 2: Reference Websites

The following websites are provided for informational and reference purposes only. While we aim to include reliable and reputable sources, we make no guarantees regarding accuracy, completeness, or current relevance of the content found on these external sites. These resources may be updated, modified, or removed without prior notice. Users are advised to independently verify any information and consult official or primary sources when making decisions based on the materials referenced.

- a. [Oklahoma Department of Environmental Quality \(DEQ\)](#)
- b. [Oklahoma Office of Management and Enterprise Services \(OMES\)](#)
- c. [United States Environmental Protection Agency \(EPA\)](#)
- d. [Americans with Disabilities Act \(ADA\)](#)
- e. [United States Department of Labor](#)
- f. [Oklahoma Department of Labor](#)



Section 3: Federal Compliance Provisions

This section defines the terms and conditions governing the use of federal funds under this agreement. All parties are required to comply with all applicable federal laws, regulations, executive orders, and the terms and conditions listed below

Audit Requirements for Federal Funds: Any organization that expends five hundred thousand dollars (\$500,000.00) or more in federal funds from all sources within a fiscal year shall conduct a certified independent audit in accordance with the provisions of [OMB Circular A-133](#), titled “Audits of States, Local Governments, and Non-Profit Organizations,” pursuant to the [United States 31 USC Ch. 75:Requirements for Single Audits](#)(31 U.S.C. §7501 et seq.), as amended..

Equal Opportunity and Non-Discrimination: The Contractor shall comply with all applicable federal laws and regulations regarding non-discrimination and equal opportunity, including but not limited to:

- a. [Presidential Executive Order 11246, as amended](#)
- b. [The Civil Rights Act of 1964, as amended](#)
- c. [Section 504 of the Rehabilitation Act of 1973, as amended](#)
- d. [The Americans with Disabilities Act of 1990, as amended](#)
- e. [Title IX of the Education Amendments of 1972 , as amended](#)
- f. [The Age Discrimination in Employment Act, as amended](#)

The Contractor shall ensure equal opportunity in employment and service delivery, without regard to race, color, religion, sex, national origin, age, or disability. Compliance with all amendments and implementation of regulations of the above statutes is mandatory.

Lobbying Activities: The Contractor certifies that: No federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of Congress in connection with the awarding, extension, renewal, amendment, or modification of any federal grant or cooperative agreement. If any non-federal funds have been or will be used for such lobbying activities, the Contractor shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.

Debarment, Suspension, and Other Responsibility Matters: In accordance with [Presidential Executive Order 12549](#), the Contractor certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs.

Compliance with State and Federal Laws: The Contractor shall comply with all applicable state and federal laws, rules, and regulations relevant to the performance of this Agreement. Such compliance shall be the sole responsibility of the Contractor and shall not be contingent upon direction or guidance from DEQ.



Section 4: Personnel Requirements

This section outlines expectations for all personnel working on DEQ property or engaged in DEQ funded projects. It includes standards for conduct, safety, identification, training, and compliance with agency protocols to ensure a secure and professional working environment.

Staffing Obligations: The Contractor is responsible for providing all personnel necessary to fulfill the requirements of this contract. All individuals employed must be qualified and capable of performing assigned duties using current tools, techniques, and methodologies.

Employment Status: This contract does not establish an employer-employee relationship between the Contractor's personnel and the State of Oklahoma or the procuring agency. Individuals performing services under this agreement are not considered state employees and are therefore not entitled to any benefits or rights afforded by state personnel. This clause does not apply to other state agencies.

Key Personnel and Subcontractor Changes: The Contractor must assign experienced and dedicated personnel and subcontractors to ensure successful completion of contract work. Once assigned, key personnel and subcontractors may not be removed or replaced without prior written notification to the Oklahoma Department of Environmental Quality (DEQ). If any key personnel or subcontractors are unavailable for more than thirty (30) consecutive calendar days, or are expected to significantly reduce their involvement, the Contractor must promptly inform DEQ and, with DEQ's approval, provide replacements with comparable qualifications and capabilities.

Conduct on Government Property: While working on DEQ premises, the Contractor, its employees, and subcontractors must adhere to the following standards:

- a. Maintain a neat, clean, and professional appearance at all times.
- b. Wear visible identification while on DEQ property during regular business hours. Personnel must carry valid photo identification and a driver's license or other legally recognized state or federal ID.
- c. Ensure adequate staffing for each shift. If personnel are absent, the Contractor must provide replacements and supply DEQ with contact information for authorized representatives who can arrange substitutes. DEQ must be able to reach a qualified representative within 30 minutes and should not need to call more than three numbers to do so.
- d. All personnel must be at least 18 years of age.
- e. To promote workplace safety, all personnel must have no history of violent offenses and must not be on probation for any criminal offense. If an employee is convicted of a violent crime or placed on probation, the Contractor must immediately notify DEQ and remove the individual from DEQ duties.
- f. Possession of firearms or weapons on DEQ property is strictly prohibited, regardless of licensing status.



- g. DEQ reserves the right to request the removal of any Contractor personnel who pose a threat to safety, exhibit inappropriate or disruptive behavior, or whose continued presence is deemed contrary to DEQ's interests.
- h. Contractor and its personnel are strictly prohibited from smoking or vaping while performing duties. In accordance with state law, tobacco use is not permitted in, on, or within 25 yards of any state-owned property.
- i. If breaks or lunch periods are permitted during work hours, eating is only allowed in designated areas approved by DEQ.
- j. Contractor and its personnel must not possess or consume controlled substances or intoxicating beverages while on duty.
- k. All interactions with DEQ employees and visitors must be conducted in a friendly, courteous, and professional manner. The use of profanity is strictly prohibited.

Building or Property Escort Requirement: All contractor personnel shall be escorted by DEQ staff while inside the building.

Building or Property Access Authorization: Upon DEQ approval, the contractor may be issued building keys and access cards. If access is granted, the contractor must maintain an up-to-date list of employees who have been issued keys and access cards. This list must include each employee's job title and telephone number. Keys and access cards may only be checked out to the contractor's engineers and maintenance personnel assigned to DEQ.

Section 5: Owner Responsibilities and Rights

This section defines the role of the Owner typically the State of Oklahoma acting through OMES Construction and Properties and outlines the Owner's authority throughout the project. It includes the Owner's rights to stop or carry out work, reject nonconforming work, and approve or deny payment applications. It also clarifies financial responsibilities and the relationship between the Owner and other parties.

Owner Responsibilities: The Owner, typically the State of Oklahoma acting through the Office of Management and Enterprise Services (OMES) Construction and Properties, plays a central role in the execution and oversight of the construction project. The Owner's responsibilities include, but are not limited to, the following:

Contract Administration: Execute and manage the Contract Documents in coordination with the Contractor and Consultant. Ensures compliance with applicable statutes, including Title 61 and Title 260 of Oklahoma law.

Financial Oversight: Ensure funding is available for the project and coordinate with the Using Agency to cover all project-related costs. Review, evaluate, and approve or reject Applications for Payment and Certificates for Payment submitted by the Contractor.

Quality Control and Compliance: Monitor the Contractor's performance to ensure the Work aligns with the Contract Documents. Reject any Work that does not conform to the agreed specifications and standards.



Authority to Stop or Carry Out Work: Issue written orders to stop Work if the Contractor fails to meet contractual obligations or correct deficiencies. If necessary, carry out corrective Work directly and deduct associated costs from the Contractor's payments.

Communication and Coordination: Serve as the primary point of contact for project-related decisions and approvals. Coordinate with the Consultant and Using Agency to facilitate project planning, execution, and resolution of issues.

Document Ownership and Use: Retain ownership of all Drawings, Specifications, and related documents prepared by the Consultant. Grant limited use rights to the Contractor and subcontractors solely for the execution of the Work under the Contract.

Owner's Right to Stop Work: If the Contractor fails to correct noncompliant Work or persistently disregards the Contract requirements, the Owner may issue a written order—signed personally or by an authorized agent—to halt the Work or any portion of it until the issue is resolved. This right does not impose an obligation on the Owner to act for the benefit of the Contractor or any other party, except as required by specific provisions in the Contract.

Owner's Right to Carry Out the Work: Should the Contractor default or neglect their responsibilities and fail to begin corrective action within seven days of receiving written notice, the Owner may issue a second notice. If the Contractor still does not act within the subsequent seven-day period, the Owner may proceed to correct the deficiencies directly. In such cases: A Change Order will be issued to deduct the cost of correction from payments due to the Contractor. This includes compensation for any additional Consultant services required. If the Contractor's payments are insufficient to cover these costs, the Contractor must reimburse the Owner for the difference.

Owner's Right to Reject Work: The Owner has the authority to reject any Work that does not conform to the Contract Documents. The Owner reserves the right to review, evaluate, and either approve or reject all Applications for Payment and Certificates for Payment submitted by the Contractor.

Section 6: Using Agency Responsibilities

The Using Agency is responsible for covering all project-related expenses, including but not limited to: Costs associated with unknown site conditions, Remediation of discovered environmental issues, Legal fees and judgments, any other reasonable project-related costs, and acting as the Owner for projects One-Hundred Thousand Dollars and Zero Cents (\$100,000.00)and below.

Section 7: Contractor Responsibilities and Requirements

This section outlines the Contractor's obligations throughout the construction process, including document management, submittals, site use, coordination, cleanup, legal compliance, and indemnification. It emphasizes the Contractor's duty to maintain quality, ensure safety, and uphold contractual standards while facilitating collaboration with the Owner and Consultant.



Review of Contract Documents and Site Conditions: The Contractor shall thoroughly review and compare all Contract Documents and immediately report any errors, omissions, or inconsistencies to the Consultant or Owner. The Contractor is not liable for damages resulting from such issues unless they were knowingly ignored. If the Contractor proceeds with Work despite recognizing discrepancies without notifying the Consultant, they assume responsibility for any resulting costs. Prior to beginning Work, the Contractor must verify field measurements and conditions and report any discrepancies to the Consultant.

Supervision and Construction Procedures: The Contractor shall supervise and direct the Work with skill and diligence. They are solely responsible for construction methods, techniques, sequences, and coordination unless otherwise specified. The Contractor is accountable for the actions of their employees, Subcontractors, and others performing Work under their contract. Responsibilities remain in effect regardless of consultant oversight or third-party inspections. The Contractor must inspect completed portions of Work to ensure readiness for subsequent phases.

Labor and Materials: Unless stated otherwise, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the execution and completion of the Work. The Contractor must maintain discipline and order among personnel and ensure only qualified individuals are employed.

Warranty: The Contractor warrants that all materials and equipment are new and of good quality unless otherwise specified. The Work must be free from defects and conform to the Contract Documents. Defective Work includes unauthorized substitutions and nonconforming materials. The warranty excludes damage due to abuse, improper maintenance, unauthorized modifications, or normal wear and tear. Upon request, the Contractor must provide evidence of material and equipment quality.

Taxes: The Contractor shall pay all applicable sales, use, and similar taxes in effect at the time Bids are received.

Permits, Fees, and Legal Compliance: The Contractor shall obtain and pay for all necessary permits, fees, licenses, and inspections unless otherwise stated. Building permits are not required for state-owned land unless connecting to municipal utilities. The Contractor must comply with all laws, ordinances, and regulations affecting the Work. If the Contractor identifies conflicts between the Contract Documents and applicable laws, they must notify the Consultant and Owner for resolution via Change Order. Performing Work in violation of laws without notice makes the Contractor fully responsible for resulting costs.

Allowances: The Contractor shall include all stated allowances in the Contract Sum. Items under allowances shall be provided as directed by the Owner, unless the Contractor has reasonable objections. Unless otherwise specified: The Owner shall promptly select materials and equipment. Allowances cover delivery and taxes, excluding labor and overhead, or Additional costs beyond allowances will be adjusted via Change Order.



Superintendent: The Contractor shall appoint a qualified superintendent and necessary assistants to be present on-site during the Work. The superintendent must be approved by the Owner and will serve as the Contractor's representative. Communications with the superintendent are binding and should be confirmed in writing when necessary.

Construction Schedule: Before receiving a Work, Order or Notice to Proceed, the Contractor must submit a 90-Day Construction Schedule to monitor initial progress. Within this period, a full Construction Schedule for the entire project must be submitted, incorporating the 90-day schedule. The schedule must align with the time limits in the Contract Documents. If delays occur, the Contractor must revise and resubmit the schedule within 21 days. Failure to maintain or update the schedule is considered a breach of contract. The Contractor must perform Work in accordance with the most current approved schedule. Failure to follow the schedule may result in termination of the Contract. All float time in the schedule is available for the Owner's use. A coordinated submittal schedule must also be maintained and approved by the Consultant to allow adequate review time.

Documents and Samples at the Site: The Contractor shall maintain one complete and up-to-date record copy of all Contract Documents at the project site, including Drawings, Specifications, Addenda, Change Orders, and approved submittals (e.g., Shop Drawings, Product Data, Samples). These documents must be kept in good order, marked to reflect changes made during construction, and made available to the Consultant. Upon completion of the Work, they shall be delivered to the Consultant for submission to the Owner. Additionally, the Contractor must maintain at the site the Drawings stamped and approved by the State Fire Marshal, which are solely for use by the Fire Marshal's office.

Shop Drawings, Product Data, and Samples: These submittals are not considered Contract Documents. Their purpose is to demonstrate how the Contractor intends to meet the design intent. The Contractor must review, approve, and submit required submittals promptly and in sequence to avoid delays. No Work requiring submittals may begin until the Consultant has approved the relevant documents. By submitting, the Contractor confirms that materials, measurements, and construction criteria have been verified and coordinated with the Contract Documents. Deviations from Contract requirements must be clearly identified and approved in writing by the Consultant. Errors or omissions in submittals remain the Contractor's responsibility, even if approved. Revisions not requested by the Consultant must be clearly noted. Informational submittals not requiring Consultant action must be identified as such. When professional certifications are required, the Consultant may rely on their accuracy.

Shop Drawings: Custom drawings or diagrams prepared to illustrate specific portions of the Work.

Product Data: Manufacturer-provided materials such as brochures, charts, and instructions.

Samples: Physical examples used to establish quality and workmanship standards.



Use of Site: The Contractor shall limit operations to areas permitted by law, ordinances, permits, and the Contract Documents. The site must not be unreasonably encumbered with materials or equipment.

Cutting and Patching: The Contractor is responsible for all cutting, fitting, and patching necessary to complete the Work and ensure proper integration. The Contractor must not damage or alter completed Work by the Owner or other Contractors without written consent. Consent for alterations must not be unreasonably withheld by any party.

Cleaning Up: The Contractor shall keep the site and surrounding areas clean and free of waste and debris throughout the project. At project completion, all waste, tools, equipment, and surplus materials must be removed. If the Contractor fails to clean up, the Owner may do so and charge the cost to the Contractor.

Access to Work: The Contractor shall provide the Owner and Consultant access to the Work at all stages of preparation and progress, regardless of location.

Royalties and Payments: The Contractor shall pay all royalties and license fees. The Contractor shall defend and indemnify the Owner and Consultant against claims of patent infringement, except when a specific design or product is required by the Contract Documents. If the Contractor suspects infringement, they must notify the Consultant immediately or assume responsibility for resulting claims.

Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Consultant, their consultants, agents, and employees from claims, damages, losses, and expenses (including attorney's fees) arising from performance of the Work. This includes bodily injury, death, or property damage caused in whole or in part by the Contractor, Subcontractors, or others under their responsibility. This obligation does not reduce or negate other indemnity rights. Indemnification applies even in claims brought by employees of the Contractor or Subcontractors and is not limited by workers' compensation laws or benefit caps.

Section 8: Administration Of the Contract

This article defines the role of the Consultant and outlines their responsibilities in administering the Contract. Acting as the Owner's representative, the Consultant oversees project progress, reviews submittals, certifies payments, interprets Contract requirements, and facilitates communication among all parties. While the Consultant provides oversight and guidance, they do not assume responsibility for construction methods, safety, or the Contractor's performance.

Consultant Definition and Authority: The Consultant is a licensed architect or engineer—or a legally practicing entity—identified in the Contract. The Consultant may be a private-sector professional or a State of Oklahoma employee (also referred to as a Supervisory Official). The Consultant acts as the Owner's Representative throughout the Contract Documents. The Consultant's duties, responsibilities, and authority may not be modified, restricted, or extended without written consent from both the Owner and Consultant. Such consent shall not be unreasonably withheld. If the Consultant's employment is terminated, the Owner shall appoint a



Consultant Definition and Authority: The Consultant is a licensed architect or engineer—or a legally practicing entity—identified in the Contract. The Consultant may be a private-sector professional or a State of Oklahoma employee (also referred to as a Supervisory Official). The Consultant acts as the Owner’s Representative throughout the Contract Documents. The Consultant’s duties, responsibilities, and authority may not be modified, restricted, or extended without written consent from both the Owner and Consultant. Such consent shall not be unreasonably withheld. If the Consultant’s employment is terminated, the Owner shall appoint a replacement Consultant who is acceptable to the Contractor. The new Consultant assumes the same status and responsibilities as the original.

Consultant’s Administration of the Contract: The Consultant is responsible for administering the Contract throughout the construction phase, continuing through final payment, and—if mutually agreed with the Owner—during the correction period. Acting as the Owner’s Representative, the Consultant provides guidance and consultation and may exercise authority on the Owner’s behalf only as explicitly defined in the Contract Documents.

Site Oversight and Communication: The Consultant and any subconsultants will visit the project site at intervals appropriate to the stage of construction to monitor progress and assess the general quality of the Work. These visits are observational and not intended to serve as exhaustive inspections. Based on these site visits, the Consultant will keep the Owner informed and will identify any visible defects or deficiencies. The Consultant is not responsible for construction means, methods, techniques, sequences, safety programs, or the Contractor’s performance. These responsibilities rest solely with the Contractor. The Consultant does not control or assume liability for the actions or omissions of the Contractor, Subcontractors, suppliers, or other personnel involved in the Work.

Communication Protocols: All communications related to Contract administration should be directed through the Consultant unless otherwise authorized. Communications with the Consultant’s consultants must go through the Consultant. Communications with Subcontractors and suppliers must go through the Contractor. Communications with separate contractors must go through the Owner.

Payment Certification and Work Evaluation: The Consultant will evaluate the Contractor’s Applications for Payment and certify the appropriate amounts due, issuing Certificates for Payment accordingly. The Consultant has the authority to reject Work that does not conform to the Contract Documents. When necessary to uphold the intent of the Contract Documents, the Consultant may require additional inspections or testing. Exercising this authority does not create liability to the Contractor or other parties.

Review of Submittals: The Consultant will review and take appropriate action on required submittals, including Shop Drawings, Product Data, and Samples, to confirm alignment with the design intent. Reviews will be conducted promptly, allowing sufficient time for thorough evaluation without causing delays. The Consultant’s review does not verify dimensions, quantities, or installation instructions—these remain the Contractor’s responsibility. Approval of submittals does not imply acceptance of safety procedures or construction methods unless explicitly stated. Approval of individual items does not constitute approval of the full assembly in which they are used.



Contract Modifications: For any proposed modifications to the Contract, the Contractor must submit CAP Form G701 (Change Order) to the Consultant. Upon approval, the Change Order will be forwarded to the Using Agency and OMES CAM CAP administrator for final review and authorization. Once approved, the Contractor may proceed with the Work described in the Change Order.

Project Completion and Documentation: The Consultant will conduct inspections to determine Substantial Completion and final completion dates. Required warranties and documentation assembled by the Contractor will be collected and forwarded to the Owner. Upon full compliance with Contract requirements, the Consultant will issue the final Certificate for Payment.

Project Representatives: If agreed upon by the Owner and Consultant, one or more project representatives may be assigned to assist with on-site responsibilities. Their roles, responsibilities, and authority will be defined in an exhibit incorporated into the Contract Documents.

Interpretation of Contract Requirements: The Consultant will interpret Contract requirements and performance matters upon written requests from either the Owner or Contractor. Responses will be provided promptly and within any agreed timeframe. If no timeframe is specified, delays will not be recognized until 15 days after the request is submitted. All interpretations and decisions will be consistent with the intent of the Contract Documents and will be issued in writing or as drawings.

Claims for Additional Time: If the Contractor seeks an extension of the Contract Time, a written notice must be submitted in accordance with the procedures outlined in the Contract Documents. The Claim must include a description of the probable impact of the delay on the progress of the Work. For ongoing delays, only one Claim is required. Any adjustment to the Contract Time shall be made solely through an executed Change Order.

Section 9: Weather-Related Time Extensions

This section is in the event of inclement weather; project timelines may be modified to prioritize safety and account for unavoidable disruptions. The following terms and conditions apply in such instances.

Basis Of Contract Time: The original Contract Time includes estimated construction duration plus additional days allocated for typical adverse weather conditions based on the project's location and

anticipated schedule. Adverse weather includes abnormal precipitation, temperature, and wind conditions.

Weather Allowance Chart: The following chart outlines the number of workdays lost due to adverse weather that are already included in the Contract Time by region:



Month	OKC	Tulsa	NW	NE	SE	SW
January	8	9	10	8	8	7
February	8	8	10	8	8	8
March	5	6	8	6	6	6
April	5	6	5	5	6	5
May	3	3	1	2	3	2
June	3	3	1	2	2	1
July	1	1	1	1	1	1
August	1	1	1	1	1	1
September	1	1	1	1	1	1
October	2	3	1	2	1	2
November	3	2	2	2	2	2
December	4	4	4	4	4	4
Total	44	47	45	42	43	40

Documentation Requirements: Claims for additional weather-related delay days beyond those listed in the chart must be supported by documentation from a recognized climatological source such as: [Oklahoma Climatological Survey](#), [National Oceanic and Atmospheric Administration \(NOAA\)](#), or other sources may be submitted for approval by the Consultant and Owner. These Claims must be submitted with the next monthly payment application. The Contractor must record daily weather conditions and lost workdays and submit this documentation with each monthly payment application.

Use Of Unused Weather Days: Any unused weather delay days included in the Contract Time may be used by the Owner to offset other approved delay Claims.

Claims And Disputes: A Claim is any demand or assertion by the Contractor seeking adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief under the Contract. Disputes and matters in question between Owner and Contractor also constitute Claims. All Claims must be submitted using CAP Form G701 (Change Order).

Consultant's Initial Decision: Claims including those alleging Consultant error or omission are first referred to the Consultant for review. The Consultant's decision is a prerequisite to any Owner consideration.

Time Limits: Claims must be filed in writing within 21 days of the event giving rise to the Claim or from when the Contractor first recognizes the condition, whichever is later. Subsequent Claims on the same issue require timely submission or will not be considered.

Performance During a Claim: Unless otherwise agreed in writing (or except as noted in 9.6.7), the Contractor shall continue Work diligently and the Owner shall continue monthly progress payments while the Claim is pending.



Waiver On Final Payment: Final payment constitutes waiver of all Claims except those related to: Unsettled liens, Claims, security interests, or encumbrances; Work not in compliance with Contract Documents; and Terms of special warranties required by the Contract

Concealed Or Unknown Conditions: If the Contractor encounters subsurface or concealed physical conditions materially different from Contract indications, or unusual unknown conditions, the Contractor must notify Consultant and Owner in writing within seven days of discovery and before disturbing conditions. Failure to notify waives of entitlement to additional compensation or time. Upon notice, the Consultant will investigate and recommend equitable adjustment by Change Order or provide written reasons for denial. Contractor may dispute that determination within 21 days. With affected Work except emergency work, Grounds include Written interpretation by the Consultant; Owner-ordered stoppage not caused by Contractor; Minor work changes directed by the Consultant; Owner's nonpayment or suspension; Contract termination by the Owner; and Other reasonable causes. Any increase in Contract Sum requires an approved Change Order.

Claims For Additional Time: To claim extra Contract Time, the Contractor must submit written notice describing the delay's impact. Only one Claim is required for an ongoing delay. Time extensions require a Change Order. The Contract Time allowance for weather-related delays is based on typical adverse conditions. Claims for weather delays exceeding those allowances must reference the chart below, be documented from mesonet.org, noaa.gov, or an approved equivalent, and be included with the next monthly payment application. Daily weather logs must accompany all such Claims. Unused weather delay days may offset other approved delays.

Month	OKC	Tulsa	NW	NE	SE	SW
January	8	9	10	8	8	7
February	8	8	10	8	8	8
March	5	6	8	6	6	6
April	5	6	5	5	6	5
May	3	3	1	2	3	2
June	3	3	1	2	2	1
July	1	1	1	1	1	1
August	1	1	1	1	1	1
September	1	1	1	1	1	1
October	2	3	1	2	1	2
November	3	2	2	2	2	2
December	4	4	4	4	4	4
Totals	44	47	45	42	43	40

Injury Or Damage Claims: If either party suffers injury or property damage due to the other's act or omission, written notice must be provided within 21 days of first observation, detailing the incident.



Resolution Of Claims and Appeals: Consultant's Preliminary Actions: Within ten days of a Claim, the Consultant will take one or more actions: request more data, reject the Claim (with reasons), recommend Owner approval, or suggest compromise. The Consultant may notify the surety of Claim details.

Documentation Of Resolved Claims: If the Claim is settled, the Consultant will prepare or collect appropriate documentation.

Contractor's Response to Unresolved Claims: Within ten days of the Consultant's preliminary response, the Contractor shall submit additional data, amend the Claim, or confirm the original Claim stands.

Owner's Decision: If unresolved after further review, the Owner will notify parties that a written decision will be issued within seven days. The decision will address any adjustments to Contract Sum or Time. The Owner may notify the surety if Contractor default appears imminent.

Protest To OMES CAM Administrator: The Contractor may appeal the Owner's decision by filing a written protest with the OMES CAM administrator within ten days of receiving the decision.

Administrative Hearing: The OMES CAM administrator may hear the protest or assign it to an administrative law judge. If assigned, the judge will verify jurisdiction and authority, conduct a hearing under the Administrative Procedures Act, and issue findings of fact and conclusions of law. The administrator will then issue a final written decision.

Further Appeal: If the OMES CAM administrator denies the appeal, the Contractor may pursue further appeal under the Administrative Procedures Act ([75 O.S. §§ 309 et seq.](#)).

Section 10: Subcontractors

This section outlines the terms and conditions related to the use of subcontractors in the performance of services under this agreement. It defines the responsibilities, limitations, and expectations for any third-party individuals or entities engaged to support or fulfill contractual obligations. The intent is to ensure transparency, accountability, and consistent standards across all parties involved.

Subcontractor: any person or entity that enters into a direct agreement with the Contractor to perform a portion of the Work at the project site. Throughout the Contract Documents, the term is used in the singular and refers to either the Subcontractor or their authorized representative. This definition does not include separate contractors or their subcontractors.

Sub-subcontractor: any person or entity that enters into a direct or indirect agreement with a Subcontractor to perform a portion of the Work at the site. Like "Subcontractor," the term is used in the singular and includes the Sub-subcontractor or their authorized representative.



Section 11: Award Of Subcontracts and Other Contracts

Submission of Proposed Subcontractors: Within seven days of contract execution, the Contractor shall submit in writing to the Owner, via the Consultant, the names of all proposed Subcontractors and suppliers (including those providing custom-fabricated materials or equipment) for each principal portion of the Work. The Consultant will respond promptly in writing, indicating whether the Owner or Consultant has any reasonable objections. If no response is received in a timely manner, it shall be deemed that there are no objections.

Objections to Proposed Subcontractors: The Contractor shall not enter into agreements with any proposed Subcontractor or supplier to whom the Owner or Consultant has made a reasonable and timely objection. Likewise, the Contractor is not obligated to contract with any party to whom they have a reasonable objection.

Replacement of Objected Parties: If the Owner or Consultant objects to a proposed Subcontractor, the Contractor shall propose an alternative acceptable to both parties. Any cost difference resulting from the change shall be reflected in the Contract Sum through a Change Order. However, no increase in the Contract Sum will be approved unless the Contractor submitted the original names promptly and in good faith.

Changes to Approved Subcontractors: Once a Subcontractor or supplier has been approved, the Contractor may not replace them without the Owner's or Consultant's written consent. Such consent shall not be unreasonably withheld.

Sub-contractual Relations: The Contractor shall ensure that each Subcontractor is contractually bound to the Contractor under terms consistent with the Contract Documents. Subcontractors must assume the same obligations and responsibilities toward the Contractor that the Contractor assumes toward the Owner and Consultant. Each subcontract agreement must: Preserve and protect the rights of the Owner and Consultant. Ensure that subcontracting does not compromise those rights. Allow Subcontractors to have the same rights and remedies against the Contractor that the Contractor has against the Owner, unless otherwise specified where applicable, Subcontractors shall require similar agreements with their Sub-subcontractors. Prior to executing any subcontract, the Contractor shall provide each proposed Subcontractor with access to the relevant Contract Documents. Upon written request, the Contractor shall identify any terms in the subcontract that differ from the Contract Documents. Subcontractors must also make applicable documents available to their sub-subcontractors.

Assignment to Owner Upon Termination: Each subcontract agreement is conditionally assigned to the Owner in the event of termination of the Contract for cause under. This assignment becomes

effective only if the Owner terminates the Contract for cause. The Owner notifies the Subcontractor in writing of acceptance of the assignment. The assignment respects any prior rights of the surety under applicable bonds.

Compensation Adjustment for Suspension: If the Work is suspended for more than 30 consecutive days, the Subcontractor's compensation shall be adjusted equitably to reflect the impact of the suspension.



Section 12: Construction By Owner or Separate Contractors

Owner's Right to Perform Work and Award Separate Contracts: The Owner reserves the right to perform portions of the Project using its own workforce and to award separate contracts for other segments of the Project or site-related operations. These separate contracts shall be governed by terms substantially similar to those in this Contract, including provisions related to insurance and waiver of subrogation. If the Contractor believes such actions result in delay or additional cost, a formal Claim must be submitted in accordance with the procedures outlined in the Contract Documents.

In cases where separate contracts are issued, the term "Contractor" within each set of Contract Documents refers specifically to the entity that has executed that particular Owner-Contractor agreement. The Owner is responsible for coordinating the activities of its own forces and any separate contractors with the Work of the primary Contractor. The Contractor shall cooperate in this coordination effort and participate in joint reviews of construction schedules when requested. Following mutual agreement, the Contractor shall revise its schedule and Contract Sum as necessary. The resulting schedules shall serve as the official construction timelines for all parties until further revisions are made. Unless otherwise stated in the Contract Documents, when the Owner performs construction or operations related to the Project, it shall be subject to the same rights and obligations as the Contractor under the Conditions of the Contract.

Mutual Responsibilities: The Contractor shall provide reasonable access and space for the Owner and separate contractors to store materials, install equipment, and perform their respective scopes of work. The Contractor must coordinate its operations with theirs as required by the Contract Documents. If the Contractor's Work relies on construction or operations performed by the Owner or a separate contractor, the Contractor must promptly report any visible defects or discrepancies before proceeding. Failure to report such issues will be considered acceptance of the existing work as suitable, except for defects not discoverable at the time.

Any costs resulting from delays, improperly timed activities, or defective construction shall be borne by the party responsible for the issue. The Contractor shall promptly repair any damage it causes to completed or partially completed work or property belonging to the Owner or separate contractors. Disputes or Claims between the Contractor and a separate contractor shall be resolved provided the separate contractor is subject to reciprocal obligations. The Owner and all separate contractors shall share the same responsibilities for cutting and patching as outlined for the Contractor.

Owner's Right to Clean Up: If a dispute arises regarding responsibility for maintaining cleanliness of the site and surrounding areas the Owner may perform the necessary cleanup. The Consultant will determine and allocate the associated costs among the responsible parties in a fair and equitable manner.



Section 13: Changes In the Work

Changes to the Work: may be made after Contract execution without invalidating the agreement and must be implemented through a Change Order (requiring mutual agreement among Owner, Agency, Contractor, and Consultant), a Construction Change Directive (requiring Owner, Using Agency and Consultant agreement, with or without Contractor acceptance), or an Order for Minor Change (issued solely by the Consultant), all subject to Contract limitations and executed per Contract provisions, with the Contractor required to promptly proceed unless otherwise directed, and if unit prices are involved and significant quantity changes cause inequity, adjustments may be negotiated, but no changed Work may begin until a CAP Form G701 (Change Order) is submitted and approved by the Consultant, Using Agency, and OMES CAM CAP administrator.

Change Orders: A Change Order (CAP Form G701), prepared by the Consultant and signed by the Owner, Using Agency, Contractor, and Consultant, formalizes agreement on the scope of change and any adjustments to the Contract Sum or Time, with the Contractor required to itemize material, labor, equipment, overhead and profit (capped at 10% combined for Contractor and Subcontractor), and miscellaneous costs—excluding overhead and profit on those miscellaneous items—and to provide a similar breakdown for each Subcontractor.

Construction Change Directives: A Construction Change Directive (CAP Form G714) is a written order issued by the Consultant and signed by both the Owner and Consultant to direct changes in the Work before agreement on Contract Sum or Time adjustments is reached, used when a full Change Order agreement cannot be achieved; upon receipt, the Contractor must promptly proceed with the revised Work and indicate agreement or disagreement with the proposed adjustment method, which may be based on a lump sum, unit prices, cost-plus fee, or Consultant-determined reasonable costs and savings (with overhead and profit per Subparagraph 7.2.2), and if signed by the Contractor, the Directive becomes an immediate Change Order; credits for scope reductions must reflect actual net cost, and when additions and deductions are combined, overhead and profit apply only to the net increase; undisputed costs may be included in payment applications with a partial Change Order, while disputed amounts are subject to interim Consultant determination and final resolution under Article 4, with the final agreement documented as a Change Order once accepted by both Owner and Contractor.

Minor Changes in the Work: The Consultant has the authority to issue written orders for minor changes that do not affect the Contract Sum or Time and are consistent with the intent of the Contract Documents. These orders are binding on both the Owner and Contractor, and the Contractor shall implement them promptly.

Section 14: Time

Time: Contract Time is the duration set in the Contract Documents for achieving Substantial Completion, inclusive of any authorized Change Orders, beginning on the Commencement Date stated in the Notice to Proceed or Work Order—which cannot be delayed by the Contractor or its affiliates—and ending on the Substantial Completion Date certified by the Consultant and approved by the Owner, with all references to “day” meaning calendar day unless otherwise defined



Progress and Completion: Time is of the essence in this Contract, and by signing it, the Contractor confirms that the Contract Time is sufficient and reasonable to complete the Work, agrees not to commence operations before the authorized start date unless approved in writing by the Owner, and commits to diligently executing the Work with adequate resources to achieve Substantial Completion within the agreed timeframe.

Delays and Extensions of Time: If the Contractor encounters delays due to circumstances beyond their control—including actions or omissions by the Owner or Consultant, changes to the Work, labor disputes, delivery issues, authorized hearings, or other Consultant-approved causes—then, subject to the procedures in Paragraph 4.3, the Contract Time may be extended by a Change Order as deemed reasonable by the Consultant and Owner, with such extension being the Contractor's sole remedy and no increase to the Contract Sum or additional compensation permitted, regardless of impact on the construction schedule's critical path.

Section 15: Payments And Completion

This section governs the procedures for progress payments, final payment, and project completion. It outlines the Contractor's responsibilities for submitting accurate, notarized Applications for Payment, including documentation from Subcontractors and suppliers. Payments may include stored materials and equipment if properly protected and approved. The Consultant reviews each application and issues Certificates for Payment based on site observations and contractual compliance. Certification may be withheld for reasons such as defective work or unresolved claims, but may be restored once issues

Contract Sum: The Contract Sum is the total amount payable by the Owner to the Contractor for completing the Work, as stated in the Contract and adjusted only through authorized Change Orders.

Schedule of Values: Before submitting the first Application for Payment, the Contractor must provide a Schedule of Values to the Consultant and Owner. This schedule must: Allocate costs to each portion of the Work; Be prepared in the format and with supporting documentation as required; Reflect the exact amount of each subcontract or Work component it represents. Unless objected to by the Consultant or Owner, this schedule will serve as the basis for evaluating all subsequent Applications for Payment are resolved. Final payment is contingent upon project completion, acceptance, and submission of all required documentation, with interest applicable for delayed payments.

Applications for Payment (Contractor's Invoice): This section outlines the procedures and conditions for submitting and processing Applications for Payment. The Contractor must submit a notarized, itemized invoice using CAP Form G702-703 at least ten days prior to each scheduled progress payment, reflecting completed work per the approved Schedule of Values. Payment may include properly stored materials and equipment, either on-site or off-site, provided storage conditions meet Owner-approved standards and protect the Owner's interest.



Applications must be accompanied by appropriate Title and Lien Waivers to confirm that Subcontractors and suppliers have been paid. Upon receipt, the Consultant will review the application and either issue a Certificate for Payment or provide written reasons for withholding certification, based on site observations and contractual compliance. Certification may be withheld for reasons such as defective work, unresolved claims, or payment disputes. Once deficiencies are resolved, the Consultant may restore certification for the corrected portion of the Work.

Submission Requirements: To receive progress payments, the Contractor must submit a notarized, itemized Application for Payment to the Consultant at least ten days before each scheduled payment date. The application must reflect completed work in alignment with the approved Schedule of Values and be supported by documentation from Subcontractors and material suppliers. All submissions must use CAP Form G702-703 (Contractor's Invoice) and may include up to 5% retainage. Applications must exclude any amounts the Contractor does not intend to pay due to disputes or other reasons.

Payment for Stored Materials and Equipment: This provision allows for payment on materials and equipment that have been delivered and properly stored on-site for future incorporation into the Work. With prior approval from the Owner, payment may also be made for materials stored off-site, provided the storage location is bonded or insured, ownership is clearly established or protected, and associated costs for insurance, storage, and transportation are included. All stored items must be adequately protected from weather and damage; otherwise, the Owner reserves the right to withhold payment.

Title and Lien Waivers: The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner upon payment. The Contractor further warrants that all previously paid Work is free of liens, claims, or encumbrances from any party providing labor, materials, or equipment.

Certificates for Payment: This section outlines the process for reviewing and approving payment applications submitted by the Contractor. Upon receipt, the Consultant has seven days to either issue a Certificate for Payment or provide written reasons for withholding certification, as detailed in the Contract. Issuance of a Certificate reflects the Consultant's professional judgment that the Work has progressed appropriately and meets the required standards, based on site observations and the Contractor's application. Certification may be withheld due to defective Work, unresolved claims, payment issues, or delays. If the Contractor remedies the identified issues, the Consultant may restore certification for the corrected portion of the Work.

Consultant Review: Upon receiving the Contractor's Application for Payment, the Consultant has seven days to either issue a Certificate for Payment for the amount deemed properly due or provide written notice to both the Contractor and Owner explaining any reasons for withholding certification. The Owner retains the right to review and approve all Certificates for Payment before disbursement.

Consultant's Representation: Issuance of a Certificate for Payment reflects the Consultant's professional judgment that the Work has progressed to the level stated and that its quality aligns with the Contract Documents. These assessments are based on site observations and the Contractor's submitted Application for Payment.



Decisions to Withhold Certification: The Consultant or Owner may withhold certification of payment, in whole or in part, if they reasonably determine that issuing payment would be inappropriate. Grounds for withholding include uncorrected defective Work, actual or anticipated third-party claims, failure to pay Subcontractors or suppliers, evidence that the remaining Contract Sum is insufficient to complete the Work, damage caused to the Owner or other contractors, delays beyond the Contract Time without adequate funds to cover resulting damages, or persistent noncompliance with the Contract Documents.

If certification is withheld, the Consultant shall notify both the Contractor and Owner. In the absence of agreement on a revised amount, the Consultant will issue a Certificate for the portion of the Work deemed certifiable.

Restoration of Certification: Once the reasons for withholding are resolved, the Consultant shall certify the previously withheld amounts.

Progress Payments: This section outlines the procedures and responsibilities related to progress payments throughout the project. The Owner is required to issue payments within the timeline specified in the Contract following certification by the Consultant. The Contractor is responsible for timely payments to Subcontractors and Suppliers and must provide access to relevant payment information upon request. However, the Owner holds no direct financial obligation to Subcontractors. Payments may be withheld or suspended if the Work is found to be noncompliant or if the Contractor fails to meet contractual obligations. In cases of delayed certification or payment, the Contractor may be entitled to interest on outstanding amounts.

Owner Payment Timeline: Upon receiving a Certificate for Payment, the Owner shall review and make payment within the timeframe specified in the Contract Documents and notify the Consultant accordingly.

Payments to Subcontractors: The Contractor must promptly pay each Subcontractor their entitled portion upon receiving payment from the Owner, reflecting any retainage. The Contractor shall require Subcontractors to follow similar payment practices with their Sub-subcontractors.

Subcontractor Information Access: Upon request, the Consultant may provide Subcontractors with information regarding the status of their portion of the Work, including completion percentages and payment actions.

No Direct Obligation to Subcontractors: The Owner and Consultant are not obligated to pay Subcontractors directly, except as required by law.

Payments to Suppliers: Payments to material suppliers shall follow the same procedures outlined for Subcontractors.

Non-Acceptance of Work: Issuance of a Certificate for Payment, progress payment, or partial occupancy by the Owner does not constitute acceptance of nonconforming Work.



Suspension of Progress Payments: Progress payments will cease once the Contract Time (including approved extensions) has been exceeded. No further payments will be made until Substantial Completion is achieved.

Failure of Payment: If the Consultant does not issue a Certificate for Payment within seven days of receiving the Contractor's application, or if the Owner fails to make payment within 30 days of receiving the Certificate, the Contractor may be entitled to interest on the certified amount. Additionally, if final payment is delayed more than 30 days following project completion, formal acceptance, and submission of all required documentation, interest shall accrue at the prevailing state rate.

Section 16: Substantial Completion and Inspection

Substantial Completion signifies that the Work—or a designated portion—is ready for the Owner's use. The Contractor initiates this process by submitting a punch list to the Consultant, who inspects and may add further items for correction. Once verified, the Owner issues a Certificate of Substantial Completion, confirming the date, outlining responsibilities, and setting deadlines for final tasks. Warranties generally begin from this date unless otherwise specified.

Substantial Completion: Substantial Completion is the stage at which the Work—or a designated portion of it—is sufficiently complete in accordance with the Contract Documents to allow the Owner to occupy or use it for its intended purpose. Substantial Completion marks the stage when the Work—or a designated portion—is sufficiently complete for the Owner to occupy or use it for its intended purpose. The Contractor initiates the inspection process by submitting a punch list of remaining items to the Consultant, who will verify completion and may identify additional deficiencies. Once the Work is certified as substantially complete, the Owner issues a Certificate of Substantial Completion, establishing the official date, assigning responsibilities for maintenance, utilities, insurance, and damage, and setting deadlines for final corrections. Warranties typically begin on this date unless otherwise agreed.

Inspection and Certification Process: When the Contractor determines that the Work—or a portion approved for separate acceptance—is substantially complete, they must submit a detailed punch list of remaining items to the Consultant. The Contractor is responsible for promptly addressing all listed items. The Consultant will then inspect the Work and may identify additional deficiencies beyond those noted by the Contractor, which must also be corrected prior to issuing the Certificate of Substantial Completion.

Once the Work is confirmed as substantially complete, the Owner will prepare a Certificate of Substantial Completion. This certificate will establish the official date of substantial completion, outline responsibilities for security, maintenance, utilities, insurance, and potential damage, and set a deadline for completing outstanding punch list items. Unless otherwise specified, warranties will commence on the date of substantial completion. The Certificate must be formally accepted in writing by both the Owner and the Contractor.



Upon Substantial Completion: Upon certification by the Consultant and application by the Contractor, the Owner shall make payment for the completed portion of the Work, adjusting retainage as specified in the Contract Documents.

Section 17: Partial Occupancy or Use

This provision allows the Owner to occupy, or use completed or partially completed portions of the Work before full project completion, subject to mutual agreement with the Contractor. Conditions for partial use include written agreements outlining responsibilities for payments, maintenance, utilities, insurance, and warranty commencement. A pre-occupancy inspection must be conducted to verify readiness, and the Contractor is required to submit a punch list for the designated area. Importantly, partial occupancy does not constitute acceptance of the Work, nor does it waive the Owner's rights regarding deficiencies or incomplete items.

Conditions for Partial Use: The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided that the area is identified through a separate agreement with the Contractor. Both parties must agree in writing to the allocation of responsibilities, including payments, retainage, maintenance, utilities, insurance, and potential damage. They must also establish terms for the correction period and the commencement of warranties. The Contractor is required to submit a punch list for the designated portion. Consent for partial occupancy shall not be unreasonably withheld, and if the parties cannot reach agreement, the Consultant will determine the stage of completion.

Pre-Occupancy Inspection: Before partial occupancy or use, the Owner, Contractor, and Consultant shall jointly inspect the area to document its condition.

Non-Acceptance Clause: Unless otherwise agreed, partial occupancy or use does not constitute acceptance of Work that fails to meet Contract requirements.

Section 18: Final Completion and Closeout

This section outlines the procedures and requirements for achieving final completion of the Work. It includes the Final Inspection and Certification process to confirm compliance with Contract requirements, and the submission of an Affidavit of Payment verifying that all Subcontractors and suppliers have been compensated. In cases of Delayed Final Completion, the Owner may deduct costs for extended services incurred by the Consultant or other parties. Payees are required to waive any further claims upon receipt of final payment, ensuring a clear and equitable closeout of contractual obligations.

Final Inspection and Certification: Upon receiving written notice from the Contractor that the Work is complete and ready for final inspection, and upon submission of the final Application for Payment, the Consultant will inspect the Work. If found acceptable and fully performed under the Contract, the Consultant will issue a final Certificate for Payment. This certificate confirms that all conditions for final payment have been met.



Affidavit of Payment: Final payment and release of retainage will not be made until the Contractor submits an affidavit confirming that all payrolls, bills, and obligations related to the Work have been paid or otherwise satisfied, except for amounts withheld by the Owner.

Delayed Final Completion: If final completion is delayed due to no fault of the Contractor or due to Change Orders, and the Consultant confirms this, the Owner may make payment for the portion of Work that is fully completed and accepted. If this amount is less than the retainage, and bonds have been provided, the Contractor must submit written consent from the surety before certification. This payment does not waive any claims.

Waiver of Claims by Payees: Acceptance of final payment by the Contractor, Subcontractors, or suppliers constitutes a waiver of claims—except those previously submitted in writing and identified as unsettled at the time of final payment application. This is in addition to the waiver outlined in Subparagraph 4.3.5.

Deduction for Extended Services: If the Contract Time has been exceeded and the Owner approves claims from Consultants for extended services, the Owner may deduct those costs from the Contractor's final payment.

Section 19: Protection Of Persons and Property

This section outlines the Contractor's responsibility to safeguard all individuals involved in the Work, the Work itself, and adjacent property from damage, injury, or loss. It includes requirements for implementing and supervising safety programs, complying with applicable laws and regulations, and installing appropriate safety measures such as hazard warnings and notifications. In the event of emergencies or hazardous conditions—such as the discovery of asbestos or PCBs—the Contractor must take immediate action to halt Work, notify the Owner and Consultant, and resume only upon written confirmation that the area is safe. A designated on-site representative must oversee accident prevention, and the Contractor is liable for repairing any damage caused during construction, excluding damage resulting from Owner or Consultant actions.

Safety Precautions and Programs: The Contractor is solely responsible for initiating, maintaining, and supervising all safety measures and programs necessary for executing the Contract. If materials suspected to be asbestos or polychlorinated biphenyls (PCBs) are encountered on-site and have not been rendered harmless, the Contractor must immediately halt Work in the affected area and notify the Owner and Consultant in writing. Work may only resume upon written confirmation that the material is either non-hazardous or has been made safe. The Contractor is not obligated to perform any Work involving asbestos or PCBs without written consent.



Safety of Persons and Property: The Contractor shall take all reasonable precautions to ensure the safety of all personnel involved in the Work, as well as others who may be affected, and to prevent damage, injury, or loss to the Work itself—including materials and equipment stored on or off-site under the Contractor’s or Subcontractors’ control—and to adjacent property such as landscaping, walkways, roads, structures, and utilities not designated for removal or modification. The Contractor is responsible for issuing necessary safety notices and complying with all applicable laws, ordinances, regulations, and lawful orders from public authorities regarding safety and protection. Appropriate safety measures must be installed and maintained, including danger signs, hazard warnings, safety regulations, and notifications to adjacent property owners and utility users. If the Work involves explosives, hazardous materials, or unusual construction methods, the Contractor must exercise extreme caution and ensure such activities are supervised by qualified personnel.

Any damage or loss to the Work or adjacent property not covered by property insurance and caused by the Contractor, Subcontractors, or their personnel must be promptly repaired by the Contractor. This obligation excludes damage resulting from the actions or omissions of the Owner, Consultant, or their representatives and is in addition to the Contractor’s indemnification responsibilities. The Contractor shall designate a responsible on-site representative—typically the superintendent—unless otherwise specified in writing to the Owner and Consultant, to oversee accident prevention. Furthermore, the Contractor shall not overload any part of the construction site or structure in a manner that compromises safety.

Emergencies: In the event of an emergency that threatens the safety of persons or property, the Contractor shall take immediate action, at their discretion, to prevent damage, injury, or loss. Any request for additional compensation or time extension resulting from such emergency actions shall be handled according to terms and conditions and contract stipulations.

Section 20: Insurance And Bonds

This section outlines the Contractor’s obligation to maintain appropriate insurance coverage and provide required bonds throughout the duration of the project. It ensures protection against liabilities, property damage, and performance risks, safeguarding both the Owner and the Contractor. Coverage must comply with the limits and types specified in the Contract Documents, and all certificates and endorsements must be submitted as proof of compliance. Bonds guarantee faithful performance and payment to Subcontractors and suppliers, reinforcing financial and contractual accountability.

Insurance:

Coverage Requirements: The Contractor shall obtain and maintain insurance from companies legally authorized to operate in the State of Oklahoma. This insurance must protect the Contractor from claims arising out of operations under the Contract, including those caused by Subcontractors or others under the Contractor’s responsibility. Required coverage includes: Workers’ compensation claims, Contractual liability insurance, Liability insurance as mandated by Title 61 of the Oklahoma Statutes, and Builder’s risk insurance as stated below.



Insurance Type	Projects \$0.00-\$10,000.00	Projects \$10,000.01-\$100,000.00	Projects \$100,000.01 and Above
Workers' Compensation Claim	Liability meeting statutory limits mandated by state and federal laws	Liability meeting statutory limits mandated by state and federal laws	Liability meeting statutory limits mandated by state and federal laws
Commercial General Liability	\$100,000/\$300,000	\$100,000/\$300,000	\$100,000/\$500,000
Property Damage	\$50,000/\$100,000	\$50,000/\$100,000	\$100,000/\$500,000
Builder's Risk Insurance	N/A	N/A	Stated on bid documents
Automotive Insurance	\$100,000/\$300,000	\$100,000/\$300,000	\$100,000/\$500,000

Coverage Limits and Duration: Insurance policies must meet or exceed the liability limits specified in the Contract Documents or those required by law, whichever is greater. Coverage must remain uninterrupted from the start of Work through final payment and continue as required beyond final payment.

Proof of Insurance: Certificates of Insurance acceptable to the Owner must be submitted with the executed Contract. All policies must include a provision stating that coverage will not be canceled or allowed to lapse without at least 30 days' prior written notice to the Owner.

Bonds:

Required Bonds for Contracts Over \$100,000: For Contracts exceeding \$100,000, the Contractor must provide the following bonds, each equal to 100% of the Contract value:

Performance Bond: Ensures completion of the Work

Defect Bond: Covers correction of defects in construction and equipment for one year after acceptance

Payment Bond: Protects the Owner from claims by Subcontractors, suppliers, and employees for unpaid debts

Bond Forms and Terms: All bonds must be submitted on forms prescribed and issued by the Owner. Each bond must include all applicable terms and conditions.

Letters of Credit as Substitutes: Irrevocable Letters of Credit may be accepted in place of the required bonds. These must: Be issued on Owner-prescribed forms and come from financial institutions insured by the FDIC or FSLIC

Access to Bond Documentation: Upon request by any person or entity who may be a beneficiary of the payment bond, the Contractor or Owner shall promptly provide a copy of the bond or letter of credit or allow a copy to be made.



Uncovering Work: This provision addresses situations where portions of the Work are covered contrary to Contract requirements or without prior observation when required. If such conditions occur, the Contractor may be directed to uncover the Work for inspection at its own expense. This ensures compliance with quality standards and allows verification of proper execution before concealment.

Work Covered Contrary to Requirements: If any portion of the Work is covered contrary to the Consultant's request or specific requirements in the Contract Documents, the Contractor must uncover it upon written request from the Consultant. The Contractor shall bear the cost of uncovering and restoring the Work, with no adjustment to the Contract Time.

Work Covered Without Prior Observation: If Work is covered without a specific request for prior observation, the Consultant may still request it to be uncovered. If the Work complies with the Contract Documents, the cost of uncovering and restoration shall be charged to the Owner via Change Order. If the Work does not comply, the Contractor shall bear the cost—unless the nonconformity was caused by the Owner or a separate contractor, in which case the Owner is responsible.

Section 21: Correction Of Work

This section outlines the Contractor's responsibility to correct rejected or nonconforming Work, including obligations during the one-year correction period following Substantial Completion. It addresses the removal of unacceptable Work, the Owner's right to correct or remove defective portions, and liability for any damage caused during correction. These correction duties do not limit other contractual obligations, and acceptance of nonconforming Work by the Owner does not waive the right to enforce compliance or seek remedies

Correction of Rejected or Nonconforming Work: The Contractor shall promptly correct any Work rejected by the Consultant or found to be noncompliant with the Contract Documents, whether discovered before or after Substantial Completion. The Contractor shall bear all costs associated with correction, including additional testing, inspections, and Consultant expenses.

One-Year Correction Period: If any portion of the Work is found to be noncompliant within one year following Substantial Completion—or from the commencement of warranties—the Contractor shall, upon written notice from the Owner, promptly correct the deficiency. This one-year period shall be extended for any Work performed after Substantial Completion. The Contractor's obligation to correct noncompliant Work survives both final acceptance and termination of the Contract. The Owner is responsible for notifying the Contractor promptly upon discovery of any such issue.

Removal of Unacceptable Work: The Contractor shall remove from the site any Work that does not meet Contract requirements and is neither corrected nor accepted by the Owner.



Owner's Right to Correct or Remove Work: If the Contractor fails to correct nonconforming Work within a reasonable time following written notice, the Owner may, at the Contractor's expense, remove and store any salvageable materials, sell those materials after providing an additional 10-day notice, deduct related costs and damages from the proceeds, reduce the Contract Sum by any resulting deficiency, and recover any remaining balance directly from the Contractor if payments due are insufficient to cover the loss

Damage Caused During Correction: The Contractor shall bear the cost of repairing damage to completed or partially completed Work of the Owner or other contractors caused by the Contractor's correction or removal of nonconforming Work.

No Limitation on Other Obligations: The one-year correction period does not limit the Contractor's other obligations under the Contract. It applies only to the specific duty to correct Work and does not affect enforcement of other contractual responsibilities or legal proceedings.

Acceptance of Nonconforming Work: The Owner may choose to accept Work that does not meet Contract requirements instead of requiring its removal and correction. In such cases, the Contract Sum shall be reduced appropriately and equitably. This adjustment applies regardless of whether final payment has been made.

Section 22: Miscellaneous Provisions

This section covers essential legal and procedural terms that support the overall Contract. It establishes the governing law applicable to the agreement and confirms that the Contractor is bound along with its partners, successors, and assigns. It defines requirements for written notice, reinforces that contractual rights and remedies are supplemental to those provided by law, and outlines procedures for tests and inspections to ensure quality compliance. Additionally, it affirms the Contractor's obligation to comply with the Americans with Disabilities Act (ADA), ensuring accessibility standards are met throughout the project.

Governing Law: This Contract shall be governed by the laws of the State of Oklahoma, specifically Title 61 of the Oklahoma Statutes.

Successors and Assigns: The Contractor binds itself, along with its partners, successors, assigns, and legal representatives, to the Owner and to the Owner's partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents. The Contractor may not assign the Contract in its entirety without the Owner's written consent. Any unauthorized assignment shall not relieve the Contractor of its legal responsibilities under the Contract.

Written Notice: Written notice shall be deemed properly served if delivered in person to the intended recipient or their authorized representative, or if sent by registered or certified mail to the recipient's last known business address.



Rights and Remedies: The duties, obligations, rights, and remedies set forth in the Contract Documents are in addition to those provided by law and shall not be interpreted as limiting any legal entitlements. Furthermore, no action or inaction by the Owner, Consultant, or Contractor shall be deemed a waiver of any contractual rights or responsibilities unless expressly agreed to in writing, nor shall such conduct be construed as acceptance or approval of any breach.

Tests and Inspections: Required tests, inspections, and approvals of the Work shall be conducted at appropriate times as outlined in the Contract Documents. The Contractor is responsible for coordinating these procedures with an independent testing laboratory retained by the Owner and must provide timely notice to the Consultant to allow for observation. If additional testing or inspection is deemed necessary by the Consultant or Owner, the Contractor shall arrange for such procedures—upon written authorization from the Owner—and again notify the Consultant. The Owner will bear the associated costs unless otherwise specified.

If any portion of the Work fails to meet Contract requirements, the Contractor shall be responsible for all costs related to retesting, reinspection, and any additional Consultant services. The Contractor must obtain and promptly submit all required certificates of testing, inspection, or approval to the Consultant. Where Consultant observation is required, it shall be conducted promptly and, when feasible, at the standard testing location. All testing and inspection activities must be scheduled and executed without delay to ensure uninterrupted progress of the Work.

Americans with Disabilities Act (ADA) Compliance: As a public entity, the State of Oklahoma may only enter into contracts with entities that comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101). By signing the bid documents and entering into a contract with the State, Contractors affirm their awareness of and compliance with ADA requirements. Failure to comply may result in contract cancellation.

Interest: Any payments due and unpaid under the Contract shall accrue interest from the due date at the rate specified by applicable Oklahoma law.

Termination or Suspension of the Contract: The Contractor may terminate the Contract by providing seven days' written notice to the Owner and Consultant if, through no fault of the Contractor or its Subcontractors, the Work is suspended for 30 consecutive days due to a court order or directive from a public authority, a government action such as a national emergency that renders materials unavailable, or repeated suspensions, delays, or interruptions by the Owner that cumulatively exceed either 100% of the scheduled completion period or 120 days within any 365-day timeframe, whichever is less.

Notice and Compensation: If any of the specified conditions occur, the Contractor may terminate the Contract by issuing seven days' written notice to the Owner and Consultant, and upon termination, shall be entitled to payment for completed Work and documented termination-related costs, including actual subcontract cancellation fees, with no further compensation or claims permitted against the Owner.

Termination Due to Owner's Nonperformance: If the Work is stopped for 60 consecutive days due to the Owner's persistent failure to fulfill contractual obligations critical to project progress, the Contractor may terminate the Contract with seven days' written notice and recover cost as outlined in Notice and Compensation Section.



Termination by the Owner for Cause: The Owner may terminate the Contract for cause by providing seven days' written notice to the Contractor and its surety (if applicable), if the Contractor repeatedly fails to provide skilled labor or proper materials, neglects to pay Subcontractors as agreed, consistently violates laws or directives, breaches Contract terms, or commits any substantial breach. Upon termination, the Owner may take possession of the site and all Contractor-owned materials, tools, and equipment, accept assignment of subcontracts, and complete the Work by any reasonable means. The Contractor shall not receive further payment until the Work is completed, at which point a final accounting will be conducted: if the unpaid Contract balance exceeds completion costs (including Consultant fees), the excess will be paid to the Contractor; if costs exceed the balance, the Contractor shall reimburse the Owner. The Consultant will certify the final amount due, and this obligation shall survive termination.

Suspension by the Owner for Convenience: The Owner may terminate the Contract at any time without cause by providing written notice to the Contractor, who shall then cease operations as directed, protect and preserve the Work, cancel all subcontracts and purchase orders not needed for authorized completion, and will be compensated only for completed and accepted Work and documented termination-related costs, including actual subcontract cancellation fees, with no further claims or damages permitted against the Owner.

Termination for Convenience by the Owner: The Owner may, at its sole discretion and without cause, terminate this Contract at any time by providing written notice to the Contractor. Upon receipt of termination notice, the Contractor shall promptly cease operations as directed and take appropriate measures to protect and preserve the Work. The Contractor shall also cancel all subcontracts and purchase orders that are not necessary for completing any remaining authorized Work. The Contractor shall be compensated for Work that has been completed and accepted, as well as for documented costs directly associated with the termination, including subcontract cancellation fees (limited to actual fees incurred). No additional compensation or claims for damages shall be made against the Owner.

Successors and Assigns: Both DEQ and the Contractor bind themselves, their partners, successors, assigns, and legal representatives to the terms of this Agreement. The Contractor shall not assign, subcontract, or otherwise transfer its interest in this Agreement without the prior written consent of DEQ.

Travel and Miscellaneous Expenses: All travel expenses incurred by the Contractor, including attendance at monthly planning meetings held in Oklahoma City, Tulsa, Norman, or other designated locations, shall be borne solely by the Contractor. The contract price shall include all delivery and, where applicable, mailing charges. Reimbursement for emergency courier or express delivery services shall be permitted only when requested by authorized DEQ personnel and supported by itemized receipts. DEQ shall not reimburse standard overhead expenses. Food and beverage costs associated with conferences shall be covered by registration fees and sponsorship revenue.



Notices: All notices, approvals, or requests required or permitted under these terms and conditions shall be in writing, shall reference the contract specifically, and shall be deemed delivered upon receipt or refusal by the intended recipient. Notices related to confidentiality, breach, or termination shall not be delivered solely via email. Notices shall be sent to the following address:

Primary Notice Recipient:

Oklahoma Department of Environmental Quality
Attn: Chief Procurement Officer
P.O. Box 1677
Oklahoma City, OK 73101-1677

Copy (not constituting notice):

Oklahoma Department of Environmental Quality
Attn: Assistant Division Director
P.O. Box 1677
Oklahoma City, OK 73101-1677