GRAND RIVER DAM AUTHORITY

RFQ/RFP# 3221

Solicitation Cover Page

1. Solicitation #: 3221
2. Solicitation Issue Date: September 25, 2025

3. Brief Description of Requirement:

The Grand River Dam Authority is seeking responses for ETC – Brick Repair and Replacement

4. Response Due Date: October 16, 2025 Time: 2:00 PM Central Time

5. Contracting Officer:
   Name: Jaclyn Porter
   Phone: 918-256-0656
   Email: jaclyn.porter@grda.com

GRAND RIVER DAM AUTHORITY RFQ/RFP# 3221

This is a standard bid. Please scan and email your quote to jaclyn.porter@grda.com.The bid opening date for this RFQ is October 16, 2025, at 2:00 PM CT.

A mandatory job site / pre-bid meeting for prospective Bidders will be held on Wednesday, October 8, 2025, at 9:00 AM CT, located at GRDA Engineering & Technology Center, 9933 E 16th St. Tulsa, OK 74128. Please contact jaclyn.porter@grda.com to notify of attendance.

Please contact the Contract & Procurement Officer for specific directions to the site. Failure of a prospective Bidder to attend may impact GRDA's consideration and evaluation of that Bidder's Bid. All statements made by GRDA at the job site examination meeting are informational only, and the terms of the final Contract (if any) between GRDA and the prevailing Bidder will control.
If the vendor, or any of the vendor's employees, participating in this RFP needs or has questions about the Authority's accommodations for people with disabilities please contact the GRDA Procurement Office by telephone 918-256-5545, to make the necessary arrangements. Requests should be made as early as possible to allow time to arrange the accommodation.

Question & Answer Deadline will close October 13, 2025, by 2:00 PM Central Time.

A completed non-collusion certificate is required and must be submitted with your bid.

This form must be signed by an authorized representative of your company in the space provided on the forms.

MINIMUM SAFETY REQUIREMENTS

The Grand River Dam Authority (GRDA) will consider the safety records of potential contractors prior to awarding bids on contracts. Any bid submitted must include the following documents:

The Bidder shall include the past five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs

The Bidder shall include the past five (5) years' National Council on Compensation Insurance (NCCI) worker's compensation experience rating sheets

GRDA requires that Bidders answer the following questions and submit supporting documentation upon request:

1. Does the Bidder have a written safety program? ☐ Yes ☐ No

2. Does the Bidder conduct regular site safety inspections? ☐ Yes ☐ No

3. Does the Bidder have an active safety training program? ☐ Yes ☐ No

If any subcontractors are used, Contractor must obtain advanced GRDA approval in writing. Prior to such approval, all subcontractors may be required to submit the documents defined in the Minimum Safety Requirements section of this document and the Safety and Construction Standards for New and Existing Residential Docks located on Grand River Dam Authority Lakes.

The award to the successful bidder will be based on best value criteria that meets the specifications listed below and the requirements herein. **Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.**

GRDA will take into consideration past performance and ability to meet delivery deadlines in the evaluation.

****** Read the General Bidding Instructions attached to this RFQ for further instructions. ******

Agreement for Services

RFP/RFQ Number: 3221

Project: ETC – Brick Repair and Replacement

Agreement for Services
Cover Page

The Parties hereby agree to the following terms, which are incorporated into and made a part of the Contract:

Contract Effective Date: _____ ("Effective Date")

Grand River Dam Authority ("GRDA")	Party Name	_____ **("Contractor")**
9933 East 16th Street Tulsa, OK 74128	Address	_____
Oklahoma	Jurisdiction of Organization	_____
Governmental Agency of the State of Oklahoma	Organization / Company Type	☐ Governmental ☐ Corporation ☐ LLC ☐ Other: _____
Contact Information		
JW Walsh Grand River Dam Authority PO Box 669 Chouteau, Oklahoma 74337 JW.Walsh@grda.com	Commercial and Operational	_____
GRDA Procurement Administrator or Designee: **Jaclyn Porter** Grand River Dam Authority PO Box 609 Chouteau, Oklahoma 74337 Phone: (918) 256-0656 Jaclyn.Porter@grda.com	Contracts	_____
Grand River Dam Authority Attn: General Counsel 9933 E. 16th Street Tulsa, Oklahoma 74128 legal.notices@GRDA.com	Legal Notices	_____
Grand River Dam Authority Attn: Accounts Payable PO Box 669 Chouteau, Oklahoma 74337 accounts.payable@grda.com	Invoices and Payments	_____

Cover Page (continued)
Agreed Contractual Provisions

The Parties hereby agree to the following terms, which are incorporated into and made a part of the Contract. If a Party does not check a box, the default term will apply. Select the appropriate boxes for each section:

Section 3.1: Contract Type ☐ Time and Materials Contract (*default*) OR ☒ Lump Sum Contract	**Section 4: Insurance** ☒ Standard Liability Insurance Amounts (*default*) OR ☐ Custom Liability Insurance Amounts. The limits of liability will not be less than ___ Million Dollars ($__,000,000) per occurrence and ___ Million Dollars ($___,000,000) aggregate. If defense costs are included in the limits of liability, then the required limits on each of the limits of liability referenced above will be increased by ___ Million Dollars ($___,000,000).
Section 3.1: Contract Price The Contract Price will be _____ U.S. dollars ($_____).	**Section 4: Insurance (Umbrella Coverage)** ☒ Standard Umbrella Insurance Amounts (*default*) OR ☐ Excess/Umbrella Insurance Coverage not less than ____ million dollars ($__,000,000).
Section 5.1(b): Contract Term ☒ Project-Based Term (*default*) OR ☐ One-Year Term	**Section 8: Base Warranty Period** ☒ One Year (*default*) OR ☐ ___ Years

(remainder of Contract to follow)

This Contract, together with the Cover Page, is entered into on the Effective Date between the GRDA and Contractor, together, the "Parties."

In consideration of the mutual terms, covenants, and conditions set forth below, the Parties agree as follows:

1. COMMENCEMENT OF PERFORMANCE AND SCOPE OF SERVICES.

1.1 Complete Performance. Contractor will fully, adequately, and completely perform the project described in **Schedule 1** ("Project") to the satisfaction of GRDA, in GRDA's discretion. The Project must be completed in full compliance with the terms and conditions, plans and technical specifications, blueprints, drawings, and any addenda made a part of this Contract.

1.2 Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications previously entered into by or on account of the parties regarding this subject matter. In the event of any conflict between this contract document and any of the Exhibits or Schedules hereto, the terms and provisions of this Contract will control, followed by the GRDA Request for Proposal or Request for Quote, followed by the Contractor's Bid Proposal.

1.3 Contractor's Initial Representations. By executing this Contract, Contractor represents that Contractor:

(a) has carefully examined the Site and has informed itself of the facilities for delivery and placement of all equipment and materials;

(b) has carefully evaluated the weather and other conditions which will influence its productivity in performing the Project;

(c) is fully aware of all conditions that exist or difficulties that may be encountered arising from or related to the execution of the Project;

(d) warrants that the specified times for completion of the Project are reasonable times for its completion;

(e) will complete the Project within the specified times; and

(f) must fulfill the requirements in the Contract without claiming any additional compensation.

1.4 Personnel Risk Assessment. At least fifteen (15) days prior to any on-site activity, Contractor will provide a full legal name and valid working email address for each of Contractor's employees, agents, or representatives (including subcontractors and any of subcontractor's employees) who will perform work on Site so that GRDA may complete a background check for each such individual. GRDA's Manager of Physical Security will send a link to each of those email addresses to allow each of those individuals to complete a Personnel Risk Assessment. Only those persons successfully completing the Personnel Risk Assessment and approved by the Designated GRDA Representative may enter onto the Site. Contractor, at no additional cost to

GRDA, will immediately remove or cause to be removed from the Site any personnel considered by GRDA to be incompetent or unfit, whenever requested to do so by GRDA. Such person may not again be employed at the Site. Contractor, at Contractor's expense, will provide a replacement for any personnel removed. The Personnel Risk Assessment process is further detailed in the attached **Schedule 3** Personnel Risk Assessment Process for Contractors and Service Vendors.

2. SCOPE OF WORK.

2.1 Scope of Project. The scope of work to be performed by Contractor is more particularly described in: (i) **Schedule 1**; (ii) this Contract; and (iii) the RFP/RFQ, which is attached to this Contract as **Schedule 4** and made a part hereof. Contractor warrants and represents that Contractor has read, understands, and will perform all work in accordance with each of the terms of these documents. Provided, Contractor and GRDA may agree in writing to expand the scope of work to be performed by Contractor by fully executing **Schedule 6**.

2.2. Authorization to Begin Work. Contractor will not commence performing the Project unless it receives written authorization from the GRDA. Once the Project has commenced, Contractor will, in a good and workmanlike manner, perform and complete the Project as required by this Contract, within the time specified for each separate task associated with the Project.

2.3 Contractor will Obtain Permits, Licenses, and Certificates. Contractor will obtain all applicable permits, certificates and licenses, and Contractor agrees to fully comply with such permits. Contractor will, at all times, fully comply with all applicable laws and regulations. If Contractor receives any compliant, investigation, or notification of non-compliance with any permit, certificate, or license, Contractor will immediately notify GRDA.

3. CONTRACT PRICE, ACCEPTANCE, FINAL PAYMENT, ALTERATIONS, AND CHANGE ORDERS.

3.1 Contract Type.

The Parties have selected either "Time and Materials Contract" or "Lump Sum Contract" as indicated on the Cover Sheet.
Time and Materials Contract:
All work arising from or related to this Contract must be performed and billed: (i) on a time and materials basis, for materials actually provided and for work actually performed to GRDA' (i.e. after the Project is fully complete); (ii) pursuant to an approved Service Work Authorization; and (iii) at the rates submitted by Contractor on the Rate Quotation Sheet. Nothing in this Contract, or in any Service Work Authorization, shall entitle Contractor to receive payment for any work on a lump-sum basis, or for any work not actually performed by Contractor in accordance with this Contract. Provided, and notwithstanding any provision to the contrary, the sum of all payments delivered by GRDA to Contractor for all work performed pursuant to this Contract may not exceed the Contract Price. Contractor must completely perform all work necessary to satisfactorily complete the Project, in accordance with each of the terms of this Contract, for the lesser of (i) Contractor's actual time and materials; or (ii) the Contract Price.
Lump Sum Contract:

All work arising from or related to this Contract must be performed and billed: (i) on a lump-sum basis, only after all materials have actually been provided and for work actually performed to GRDA's satisfaction (i.e. after the Project is fully complete); (ii) pursuant to an approved Service Work Authorization; and (iii) at a total cost to GRDA of the Contract Price.

3.2 No GRDA Waiver by Approval. GRDA's final acceptance of the Project will not of itself constitute an approval or acceptance of any faulty work or defective materials, whether latent or patent, nor will any payment, whether partial payment or final payment by GRDA, or release of retainage, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials.

3.3 No Additional Compensation Authorized. Contractor will not be entitled to any claim for additional compensation related to the performance of additional work beyond the scope of the original Contract unless the claim for additional compensation is approved and authorized in writing by the appropriate GRDA personnel, which may require approval by the GRDA Board of Directors. Contractor will not proceed with any such work unless specifically authorized in writing by GRDA.

3.4 Invoice and Inspection Procedures. Contractor will notify GRDA in writing when Contractor has completed the Project by submitting a completed copy of **Schedule 2**, along with all necessary supporting materials. GRDA will inspect the Project, and will either approve the Project or notify the Contractor regarding any deficiencies. Contractor will promptly correct any such deficiencies prior to receiving payment from GRDA.

4. INSURANCE.

4.1 Insurance. Contractor, at its own expense, will carry, with reliable insurance companies that are acceptable to GRDA, the following types of insurance with limits not less than shown in the respective amounts:

The Parties have selected either "Standard Liability Insurance Amounts" or "Custom Liability Insurance Amounts" as indicated on the Cover Sheet.
Standard Liability Insurance Amounts:
limits of liability will not be less than one Million Dollars ($1,000,000) per occurrence and two Million Dollars ($2,000,000) aggregate. If defense costs are included in the limits of liability, then the required limits on each of the limits of liability referenced above will be increased by one Million Dollars ($1,000,000) (collectively, "Insurance Requirements").
Custom Liability Insurance Amounts:
The limits of liability will not be less than the amounts described in the "Custom Liability Insurance Amount" section of the Cover Sheet (collectively, "Insurance Requirements").

a) Commercial General Liability Insurance. Contractor will maintain for the duration of this Contract a commercial general liability insurance policy covering all work and operations by or on behalf of Contractor, including but not limited to coverage for bodily injury, wrongful death, personal injury, property damage, premises and/or operations hazards, products and

completed operations, and contractual liability insuring the obligations assumed by Contractor in this Contract. The commercial general liability insurance policy cannot exclude the perils of explosion, collapse, and underground hazards. The commercial general liability insurance policy will be written on an occurrence basis. The limits of liability may not be less than the Insurance Requirements. If the commercial general liability insurance policy utilizes a general aggregate limit, then the general aggregate limit will apply separately to the work and operations performed by or on behalf of Contractor, or alternatively Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other project or activity of Contractor.

GRDA, its officers, directors, employees, representatives, and agents will be expressly named as additional insureds on the commercial general liability insurance policy with respect to liability arising out of work and operations performed by or on behalf of Contractor. The commercial general liability insurance policy will stipulate that the insurance afforded to the additional insureds will apply on a primary and non-contributory basis and that any other insurance carried by the additional insureds will be excess only and will not contribute with this insurance.

b) Automobile Liability Insurance. Contractor will maintain for the duration of this Contract an automobile liability insurance policy insuring against claims for bodily injury and property damage and covering liability arising out of all motor vehicles, including owned, leased/hired, and non-owned motor vehicles. The limit of liability will not be less than One Million Dollars ($1,000,000) per accident for bodily injury and property damages. The automobile liability insurance policy will be written on an occurrence basis.

c) Workers' Compensation and Employer's Liability Insurance. For the duration of this Contract, Contractor will provide workers' compensation insurance sufficient to meet its obligations under the laws of the State of Oklahoma. Further, Contractor will provide employer liability insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The employer liability insurance will contain a liability limit of no less than One Hundred Thousand Dollars ($100,000) per accident for bodily injury or disease.

d) Excess/Umbrella Insurance. Contractor will provide Excess/Umbrella insurance coverage ("Umbrella Coverage") of not less than the following:

The Parties have selected either "Standard Umbrella Insurance Amounts" or "Custom Umbrella Insurance Amounts" as indicated on the Cover Sheet.
Standard Umbrella Insurance Amounts:
Three million dollars ($3,000,000.00).

Custom Umbrella Insurance Amounts:
the amounts described in the "Custom Umbrella Insurance Amount" section of the Cover Sheet.

4.2 Certificates of Insurance. Contractor must provide a certificate of all such insurance to the Legal Contact listed for GRDA on the Cover Page. The certificate(s) must show the name and address of the insured, particular work covered, limits of coverage, policy number, effective and expiration dates and cancellation requirements. If Contractor changes insurers during Contractor's performance of this Contract, Contractor will ensure that there are no lapses in coverage and will notify GRDA prior to any modification to the above-described policies. In the event Contractor fails to maintain insurance as provided by this paragraph, Contractor is in default under this Contract.

5. CONTRACT TERM AND TERMINATION.

5.1 Effective Date and Term.

(a) This Contract will become effective on the Effective Date. Provided, the Contract will not become effective unless it has been executed by both parties.

(b) Term:

The Parties have selected either "Project-Based Term" or "One-Year Term" as indicated on the Cover Sheet.
Project-Based Term:
This Contract will terminate upon the issuance of a certification of completion or final payment by GRDA, unless terminated earlier as described by this Contract.
Defined Term:
This Contract will terminate on the one-year anniversary of the Effective Date. Provided, Contractor will fully perform and complete any work initiated prior to termination of the Contract, unless otherwise directed by GRDA.

5.2 Termination for Convenience. GRDA may terminate this Contract for any reason upon thirty (30) days prior written notice to Contractor. If GRDA terminates the Contract under this paragraph, GRDA will pay Contractor a portion of the Contract amount reflecting the amount of work successfully completed and approved by GRDA at the time of termination. All termination charges will be due and payable thirty (30) days from the date of receipt of Contractor's final invoice, which will be delivered to GRDA no more than thirty (30) days after GRDA delivers Contractor such notice of termination. If Contractor fails, for any reason, to deliver a final invoice to GRDA within this period, Contractor's claims for payment against GRDA will be released and forever barred.

5.3 Termination for Cause. If: (1) Contractor's work on the Project is delayed for a period in excess of ninety (90) days due to a force majeure condition; or (2) Contractor fails, at any time during the performance of the Project, to perform any of its obligations described in the

Contract, and in either case, fails to substantially cure the non-conforming action within five (5) days of receiving notice, GRDA may, at its election, and without prejudice to other remedies it may have, either: (i) terminate this Contract in its entirety and pay to Contractor a portion of the Contract amount reflecting the amount of work successfully completed and approved by GRDA prior to the time of cancellation; or (ii) utilize another contractor to perform any portion of the work, at the expense of Contractor. GRDA's remedies in the event of termination for cause, as described in this paragraph, will not be construed as a waiver of any other rights or remedies available to GRDA under applicable law.

5.4 Obligations Surviving Termination. Contractor's contractual obligations pertaining to warranty, indemnification, confidentiality, insurance, choice of law, jurisdiction, and audit rights will survive termination.

6. SUBCONTRACTING.

6.1 No Subcontractors without GRDA Consent. Except as provided in Contractor's Bid Proposal, Contractor will not subcontract any portion of the Project without first obtaining GRDA's written consent. Provided, if GRDA approves a Subcontractor, that approval will not constitute a waiver of any of GRDA's rights arising under or related to this Contract.

6.2 Subcontractors Bound by Contractual Requirements. Each Subcontractor (and each subcontractor of a Subcontractor) will be bound by, and must comply with, each of the requirements in this Contract.

6.3 Contractor Remains Liable for Subcontractor Performance, Payment, and Management. Contractor will be fully and principally liable for: (i) all of the acts and omissions of its subcontractors; and (ii) each duty arising under or related to this Contract. Nothing in this Contract will be construed to create any contractual relationship between GRDA and any Subcontractor, nor any obligation on the part of GRDA to pay or to see to the payment of any money due any subcontractor of Contractor, except as may be otherwise required by law. Contractor will directly manage each of its Subcontractors in the performance of the Project.

7. INDEMNITY AND LIABILITY.

7.1 Indemnity. Contractor will indemnify, defend, and hold harmless GRDA and its officers, directors, employees, representatives and agents, from and against all liabilities, judgments, damages, claims, suits, injuries, losses, and expenses, including attorney fees, arising out of or resulting in any way from: (a) any negligent or wrongful act or omission of Contractor or Contractor's officers, directors, employees, subcontractors, representatives and agents; (b) all liens or claims in any way related to the items or services furnished by Contractor; (c) defects in the items or services furnished by Contractor; (d) any unauthorized access to Contractor's electronic system(s) by either third parties or unauthorized Contractor personnel; or (e) Contractor's failure to comply with any of the terms of this Contract. This indemnity obligation shall be in addition to the warranty obligations of Contractor.

7.2 No Partnership or Joint Venture. This Contract will not be construed as, nor given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise

render the Parties liable as partners, agents, or employer-employee or otherwise create any joint and several liability.

8. WARRANTIES.

8.1 General Warranty. Contractor warrants that the Project, including all equipment and work to be provided, will conform to all required specifications, will be free of defects in workmanship or material, and will be designed for the purposes stated in the Contract for the Base Warranty Period, commencing from the date of the fully executed Certificate of Contract Completion.

8.2 Warranty Claims and Corrections. If GRDA discovers any failure to conform to the foregoing warranties during the Base Warranty Period, and GRDA gives Contractor written notice within thirty (30) days after the expiration of such Base Warranty Period, then Contractor will promptly correct such nonconformity at Contractor's sole cost and expense.

8.3 Warranty on Corrected Claims. The warranty on the repaired or replaced equipment, or the correction of defective workmanship will be for one (1) year commencing from the date of repair, replacement and/or rework.

8.4 GRDA's Correction of Warranty Claims. If Contractor fails to correct any defective or non-conforming portion of the Project within a reasonable time, GRDA may, upon written notice to Contractor, perform or cause to have performed the redesign, repair, rework or replacement of the non-conforming portion of the Project in GRDA's discretion, and charge Contractor for all costs arising from or related to such redesign, repair, rework, or replacement. This cost may include labor, materials, and other direct costs. GRDA may, at GRDA's discretion, separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. GRDA's right to charge Contractor these costs is in addition to any and all other rights and remedies available to GRDA.

9. FORCE MAJEURE, RISK OF LOSS, ASSIGNMENT, and AMENDMENTS.

9.1 Force Majeure Excuses Delay. Contractor will not be liable for delays in performance resulting from an act of civil or military authority; declared act of war; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; embargo; declared national fuel or energy shortage; or unpreventable delay or accident in shipping or transportation, if such factors were not within the control of Contractor and not foreseeable by Contractor. Force Majeure may not be claimed due to economic factors, including, but not limited to, changes in the cost of materials or labor, tariffs, taxes, or governmental regulations.

9.2 Mandatory Procedures for Claiming Force Majeure. If Contractor claims Force Majeure, Contractor must immediately notify GRDA in writing regarding the Force Majeure event, the anticipated duration of delay, and Contractor's strategy to mitigate the delay. GRDA will approve or deny the Force Majeure claim using its reasonable discretion. If such a claim is approved, the date of delivery or time for completion of the Project will be extended by a period of time reasonably necessary to overcome the effect of the delay. Provided, Contractor will not receive any additional compensation for a Force Majeure event.

9.3. Title and Risk of Loss. Title to all materials furnished by the Contractor hereunder will pass to GRDA, free and clear of any liens, encumbrances, qualifications, or defects of any nature, upon final completion of the Project. Notwithstanding the terms of any agency appointment agreement entered into by the Parties, Contractor will retain all liability for, and risk of loss or injury to all materials and Work to be furnished by Contractor until final approval and acceptance of complete performance of this Contract.

9.4. No Assignment. Contractor will not assign or otherwise transfer any duties to be performed under this Contract without the prior written consent of GRDA. Even if agreed to by GRDA, any assignment by Contractor will not relieve Contractor of its obligations under this Contract.

9.5. Amendment. This Contract may be amended only by a written instrument signed by both Contractor and GRDA.

10. INTELLECTUAL PROPERTY.

10.1 Intellectual Property Indemnification. Contractor will, at its own expense, defend, indemnify, and hold harmless GRDA from and against any claim that any equipment, work, material, or process furnished and/or used by Contractor arising from or related to the Project constitutes an infringement of any patent, copyright, trade secret, or other intellectual property. If GRDA receives notice of any such claim, GRDA will promptly notify Contractor in writing, and will provide other information that is reasonably necessary for Contractor to defend such claim. Contractor will notify GRDA regarding Contractor's choice of intended legal counsel to defend the claim. Legal counsel must be approved in advance by GRDA, at GRDA's sole discretion. Contractor will pay all damages and costs awarded in any suit or proceeding so defended. In case the equipment, work, material, or process, as a result of any suit or proceeding so defended, is held to constitute infringement of any patent, copyright, or trade secret, or its use by GRDA is enjoined, Contractor will, at its option and its own expense, either (i) procure for GRDA the right to continue using said equipment, work, material, or process; (ii) replace it with a substantially equivalent non-infringing equipment, work, material, or process, subject to pre-approval by GRDA; or (iii) modify the equipment, work, material, or process so it becomes non-infringing, subject to pre-approval by GRDA.

10.2 IP License. Contractor hereby grants to GRDA a nonexclusive, royalty-free license to use any of Contractor's intellectual property used in the performance of the Project, including, but not limited to, the design and construction related documents, blueprints, drawings, and computer programs including, but not limited to, machine readable object code, flow charts, logic diagrams, listings, and any listing generated therefrom (referred to herein as the "Software"), for use by GRDA in operating or in connection with the equipment. Any Software updates will also be covered by the provisions of this Contract.

11. COMPLIANCE WITH LAWS AND CHOICE OF LAW.

11.1 Contractor's Compliance with Laws. In the performance of any work under this Contract, Contractor and its subcontractors will comply with all applicable provisions and

requirements of the Civil Rights Act of 1991 and any amendments thereto, the Fair Labor Standards Act of 1938 and amendments thereto, the Occupational Safety and Health Act of 1970, and all other federal, state, and local laws, including but not limited to environmental laws. The Contract Price, as contained in Contractor's Bid Proposal, is based on full compliance by Contractor with these laws and requirements. If Contractor or any subcontractor fails to comply with such laws, regulations, or enactments, and Contractor is assessed a fine, penalty, cost, charge, and/or expense due to the noncompliance, Contractor will fully pay any such fine, penalty, cost, charge, or expense, and hold GRDA harmless regarding the same. In the event any such fine, penalty, cost, charge, and/or expense is assessed against GRDA, Contractor will indemnify GRDA as provided Paragraph 7.

11.2 Applicable Law. The words and phrases of this Contract will be given their ordinary English meaning and this Contract will be interpreted and construed in accordance with the laws of the State of Oklahoma. The state district courts of the State of Oklahoma shall have exclusive jurisdiction and venue to adjudicate any such disputes.

12. SAFETY.

12.1 Contractor's Safety Program. Contractor must have a comprehensive safety program covering all of Contractor's activities at the site that is designed to prevent injury to all persons and damage to all property that are on, about, or adjacent to the site. The safety program must be in writing in the form of a written safety manual that must be submitted to GRDA before the commencement of any Services. Contractor's safety manual must, at a minimum, (a) meet or exceed the standard of care for such programs as established by nationally recognized firms which provide goods and services of a similar nature, (b) include health, first aid, fire safety and emergency policies and procedures to be implemented at the site, (c) identify the personal protective equipment that will be required to be worn and/or used while working on the site, and (d) strictly comply with all OSHA regulations and any permits that are required to be obtained or maintained in connection with the Services. If GRDA determines that Contractor's safety manual does not meet the foregoing standards, it shall notify Contractor of such deficiencies in writing. Contractor shall immediately correct such deficiencies in the safety manual and implement the corrections into the performance of the work on the Services. Contractor will initiate and maintain all reasonable safety precautions and programs in connection with the performance of the work on the Project in accordance with the safety manual, OSHA regulations, and any permits that are required to be obtained or maintained in connection with the Services. Contractor will take all reasonable precautions for the protection and safety of, and will provide all reasonable protection to prevent harm, damage, injury or loss to: (i) all persons employed by Contractor or any Subcontractors in connection with the Services and all other members of the public who may be affected thereby; (ii) all materials and equipment or other personal property on the site or in the vicinity thereof; and (iii) the real property comprising the site and any real property in the vicinity thereof.

12.2 Contractor's Safety Plan. Contractor must maintain a safety plan to ensure that each of its personnel (including employees, agents, and contractors) remain safe during their performance of any specific work arising from or related to the Project.

12.3 Supervision of Safety. Contractor must fully supervise and control the performance of Contractor's personnel (including employees, agents, and contractors) and ensure that they: (i)

comply with all applicable federal, state, and local safety standards; and (ii) otherwise conduct themselves at all times in a safe manner.

12.4 Accidents. Contractor will immediately report verbally to the Designated GRDA Representative (and in writing within 24 hours) the details of any accident that occurs arising from or related to the Project.

13. ACCOUNTING AND AUDIT RIGHTS.

13.1 Statements, Books, and Records. Contractor agrees to furnish GRDA, in such form as will be reasonably satisfactory to GRDA, such detailed statements pertaining to the cost of material and labor as may be necessary for GRDA to comply with the requirements of its internal purchasing and accounting policies or any governmental regulatory authority having jurisdiction over GRDA. In determining the amount of compensation payable to Contractor, Contractor will, during the period of performance of work invoiced on a time and material basis, maintain books, records, documents, and other supporting data relating to the amounts invoiced.

13.2 Record Retention and Audits. Contractor will, during the term of this Contract and for a period of five (5) years after the completion of this Contract, maintain and make available for inspection and audit by GRDA and/or the Oklahoma State Auditor, all books, supporting documents, accounting procedures, practices, and all other items relevant to the Contract.

14. WAIVER AND NOTICE.

14.1 Waivers. The failure of either party to enforce, at any time, any of the provisions of this Contract or to require, at any time, performance by the other party of any of such provisions, will in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Contract, or any parts thereof, or the right of either party thereafter to enforce each and every provision.

14.2 Notices. Except as otherwise provided, all notices required or permitted to be given will be in writing and will be deemed properly given when delivered in person to the other party to be notified or when mailed by registered or certified United States mail, postage prepaid to the proper individual(s), or when sent by email to the party to be notified at its address set forth on the Cover Page, or such other address as the party to be notified may have previously designated by written notice to the other.

15. GENERAL PROVISIONS.

15.1 Taxes and Licenses. Unless otherwise required by law, Contractor has exclusive liability for all sales, use, excise and other taxes, charges, or contributions with respect to or imposed on any material or equipment supplied or work performed by Contractor, including such taxes or contributions imposed on the wages, salaries, or other remunerations paid to persons employed by Contractor in the performance of this Contract. Contractor shall pay all such taxes, charges, or contributions before delinquency and shall hold harmless GRDA from any liability and expense by reason of Contractor's failure to pay such taxes, charges, or contributions. Contractor

shall obtain, at Contractor's expense, any necessary licenses necessary for Contractor to complete the Services.

15.2 Contractor as Independent Contractor. Contractor is an independent contractor with respect to its performance of the services hereunder which services shall be performed in accordance with Contractor's own methods, the terms of this Contract, and all applicable laws. Neither Contractor, its subcontractors, its suppliers, nor the employees of any of them, will be deemed to be agents, representatives, employees, or servants of GRDA in the performance of the services or otherwise.

15.3 Certifications Required by State Law.

(a) Contractor and all approved subcontractors, whether known or unknown at the time this Contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System (as defined by 25 O.S. § 1312), which includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

(b) Certification Required by 74 O.S. § 85.42(B). Contractor certifies that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed by Contractor to fulfill any of the services provided for under this Contract.

(c) Certification Required by 74 O.S. § 582(B). Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

(d) Certification Required by 74 O.S. § 12005. Contractor certifies that it is not engaged in a boycott of energy companies, nor will it engage in a boycott of energy companies during the term of this Contract.

15.4 Representation and Warranty of Authority. Contractor represents and warrants that the signatory executing this Contract possesses sufficient authority to bind Contractor to the terms of this Contract.

(signature page to follow)

The Parties agree to the terms of this Contract (including the Cover Page and all Schedules).

GRAND RIVER DAM AUTHORITY

ATTEST:

(Seal)

By _____
Daniel S. Sullivan, Chief Executive Officer

_____
Sheila Allen, Secretary

Date: _____

CONTRACTOR

ATTEST:

(Seal)

By _____

_____
Secretary

Date:_____

Schedule 1: Description of the Project and Technical Specifications

(attach additional pages if necessary)

Description of services to be provided by Contractor ("Services"):

Removal of deteriorated/damaged bricks from designated wall sections, Surface preparation for new brick installation, Supply and installation of matching bricks and mortar, Cleaning and finishing to match existing façade, Removal and proper disposal of all debris.

Deadline for Completion:

All services preferably completed by December 31, 2025; however, completion is subject to weather conditions and availability of materials.

Geographical Location at which Services must be performed:

9933 E 16th St Tulsa, OK 74128

Technical / Craft / Trade Requirements associated with the Services:

Masonary

Other requirements related to Services:

See attached Specifications

Contractor must perform all Services in strict compliance with the requirements of this **Schedule 1**.

Schedule 2: Invoice Affidavit

State of Oklahoma) Project Name:_____
) ss
County of _____) Project No.:_____

Contractor certifies under oath, subject to penalty of perjury, that, to the best of Contractor's knowledge, information and belief:

(1) the work and materials described in this invoice have been fully completed, provided, and delivered in compliance with the Contract Documents;
(2) Contractor has completed all duties, and tendered all payments (including all invoices provided to Contractor by GRDA), as required by the Contract Documents;
(3) Contractor has paid for all materials and labor (including Subcontractors) related to this invoice;
(4) payment on this invoice is due and payable by GRDA;
(5) all charges, descriptions, items, and other information included on the invoice is true and correct;

Contractor: _____

By: _____

Title: _____

Date: _____

State of _____, County of _____.

Personally appeared before me this _____ day of _____, 202____.

_____, known (or made known) to me to be the _____ [Owner, partner, title] of the above named Contractor, who being by me duly sworn, subscribed in the foregoing affidavit in my presence.

Notary Officer:_____

Typed Name:_____

My Commission expires:_____

Commission No:_____

Approved by: _____ _____
Printed Name Title

_____ _____
Signature Date

Schedule 3: **Personnel Risk Assessment Process for Contractors and Service Vendors**

GRAND RIVER DAM AUTHORITY
Personnel Risk Assessment Process for Contractors and Service Vendors

1. Personnel Risk Assessments include a seven (7) year criminal background check. GRDA will evaluate the criminal history record checks for all employees, contractors, or service vendors prior to site entry. Acceptable checks for unescorted physical access may indicate there have been no felony convictions within the past seven (7) years. Any felony convictions within the past seven (7) years may be sufficient reason for the denial of authorization of unescorted physical access.

   To determine if an individual is eligible for unescorted physical access and/or electronic access, the individual should not have the following:

   - Open Warrants
   - Physical Violence Offenses
   - Sexual Related Offenses
   - Felony Level Drug Offenses

2. Personnel Risk Assessments for employees, contractors, and service vendors are performed by a third-party vendor contracted by GRDA. To request background check(s) for your company, e-mail grecbadging@grda.com with the legal name(s) and a valid e-mail address(es) of each individual. After GREC Badging receives this information, a link to be sent to the provided e-mail address(es). The individual(s) will follow the link, log in, and input all personal information for the background check to be run. Depending on the number of addresses and court process times, the checks are usually back in 3-10 days.

3. A Personnel Risk Assessment is required prior to any unescorted physical access to any GRDA properties. If a contractor or service vendor does not have clearance to be onsite, he/she must be escorted by a GRDA employee for the entire duration of the site visit. Please be advised – a contractor or service vendor with unescorted physical access is not permitted to escort a fellow contractor or service vendor. No exceptions.

Schedule 4: **Incorporation of RFP/RFQ**

GRDA's Request for Proposal / Request for Quote is hereby attached, included and incorporated by reference into this Contract.

Please complete either the ACH or the Epay, but not both.

ADMINISTRATION
PO Box 669
Chouteau, OK 74337
918-256-5545

GRDA Request for ACH Transaction and Authorization Form

This form does not need to be filled out if you accept EPay as the form of payment.
If this form has already been provided to GRDA and you are currently being paid by ACH you do not have to fill the form out again.
This form has previously been provided to GRDA. YES:_____

Thank you for providing the following information as GRDA moves toward a more efficient method of ACH as the payment method to our vendors. Please add the ACH routing and account number to future invoices if possible.

Vendor Information

Name:_____

Address: _____

City:_____ State:_____ Zip Code:_____

Email: _____

Phone:_____

Send EFT Email Remittance Advice ☐ Yes ☐ No

If yes, please include email address: _____

ACH Delivery:

Bank Routing Number: _____

Account Number:_____

Bank Name: _____

Bank Address: _____

City:_____ State:_____ Zip Code:_____

Beneficiary Name: _____

Vendor verification signature: _____

Thank you for your business!

Sincerely,

Accounts Payable Department
Accounts.payable@grda.com

We deliver affordable, reliable ELECTRICITY, with a focus on EFFICIENCY and a commitment to ENVIRONMENTAL STEWARDSHIP.

We are dedicated to ECONOMIC DEVELOPMENT, providing resources and supporting economic growth.

Our EMPLOYEES are our greatest asset in meeting our mission to be an **Oklahoma Agency of Excellence.**

SECTION 040120.63 - BRICK MASONRY REPAIR

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes repairing brick masonry.

1.2 DEFINITIONS

A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

1.5 INFORMATIONAL SUBMITTALS

1.6 QUALITY ASSURANCE

A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.

B. Mockups: Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.

1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect or Owner unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work.

PART 2 - PRODUCTS

2.1 MASONRY MATERIALS

A. Face Brick: As required to complete brick masonry repair work.

1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork.

a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.

2. Special Shapes:
a. Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are unacceptable procedures for fabricating special shapes.

2.2 MORTAR MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.

B. Hydrated Lime: ASTM C207, Type S.

C. Masonry Cement: ASTM C91/C91M.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Cemex S.A.B. de C.V.
b. Heidelberg Materials.
c. Holcim (US) Inc.
d. Quikrete; The QUIKRETE Companies, LLC.

D. Mortar Cement: ASTM C1329/C1329M.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Holcim (US) Inc.

E. Mortar Sand: ASTM C144.

1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.

F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Davis Colors.
b. Lanxess Corporation.
c. Solomon Colors Inc.

G. Water: Potable.

2.3 MANUFACTURED REPAIR MATERIALS

A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Cathedral Stone Products, Inc.
b. Conproco Corporation.
c. Edison Coatings, Inc.

2. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
3. Formulate patching compound in colors and textures to match each brick being patched.

2.4 ACCESSORY MATERIALS

A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.

B. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:

1. Previous effectiveness in performing the work involved.
2. Minimal possibility of damaging exposed surfaces.
3. Consistency of each application.
4. Uniformity of the resulting overall appearance.
5. Do not use products or tools that could leave residue on surfaces.

2.5 MORTAR MIXES

A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.

1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent.

C. Do not use admixtures in mortar unless otherwise indicated.

D. Mixes: Mix mortar materials in the following proportions:
1. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to portland cement and lime masonry cement.
2. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

PART 3 - EXECUTION

3.1 BRICK REMOVAL AND REPLACEMENT

A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused. Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.

B. Support and protect remaining masonry that surrounds removal area.

C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.

D. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.

E. Remove in an undamaged condition as many whole bricks as possible.

1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.

F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.

G. Replace removed damaged brick with other removed brick in good condition, where possible, matching existing brick. Do not use broken units unless they can be cut to usable size.

H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.

1. Maintain joint width for replacement units to match existing joints.

2. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.

I. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.

1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

END OF SECTION 040120.63

BIDDING NOTES

1. PROVIDE BID PRICING FOR EACH SECTION OF BRICK BETWEEN EXPANSION JOINTS.

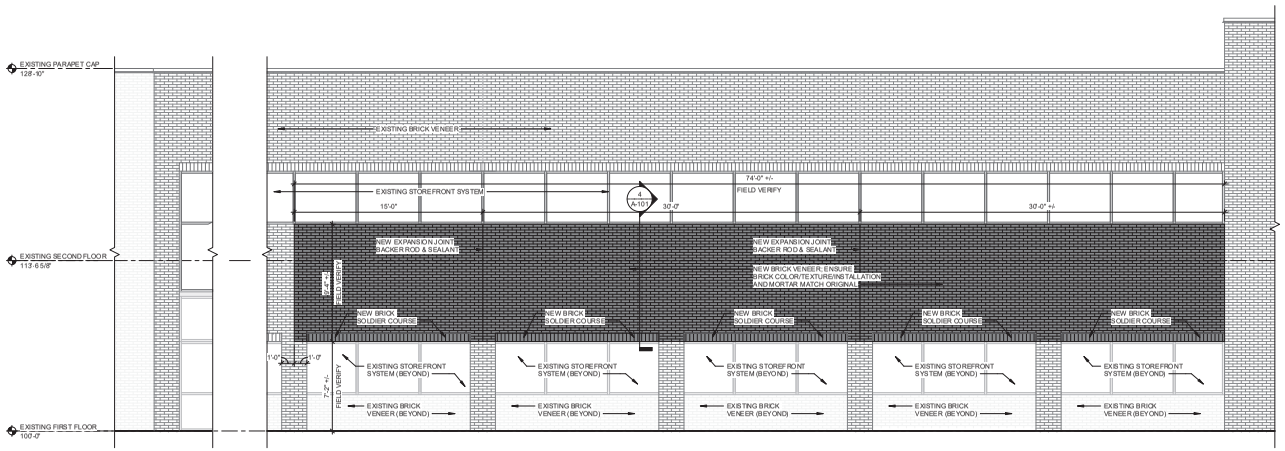
DEMOLITION NOTES

1. ENSURE PROPER SAFETY PRECAUTIONS ARE IN PLACE TO PROTECT PUBLIC FROM DEMOLITION DEBRIS.
2. PROVIDE PROTECTION FOR EXISTING STRUCTURE BELOW FOR THE ENTIRE PERIOD OF WORK.
3. REMOVE ALL EXISTING BRICK FROM BOTTOM OF WINDOW TO LINTEL OVERHANG BELOW.
4. PHOTOGRAPH EXISTING EXPOSED CONDITION OF WALL SUBSTRATE, WINDOW SILL CONNECTION, AND EXISTING LINTEL.
5. REMOVE EXISTING 15# FELT (IF EXISTING) TO SUBSTRATE.
6. EVALUATE CONDITION, CONNECTION, AND STABILITY OF EXISTING LINTEL. DEMOLISH DAMAGED OR DETERIORATED PORTIONS OF LINTEL WITH NEW.

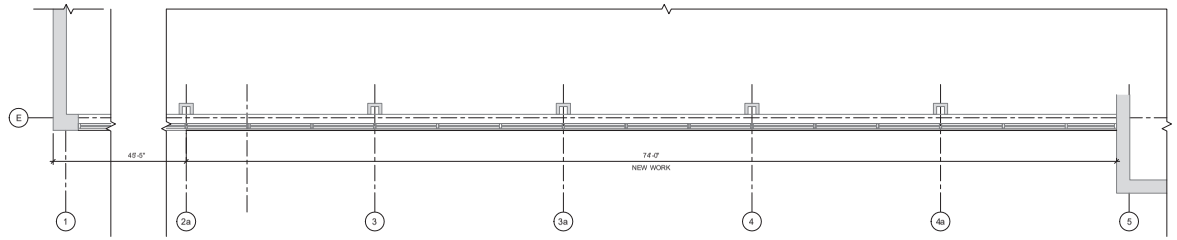
GENERAL NOTES

1. INSTALL NEW WRB (WEATHER RESISTANT BARRIER), FLASHINGS, LINTELS (IF REQ'D), AND WALL TIES AS REQUIRED.
2. PROVIDE AND INSTALL MATCHING BRICK IN AFFECTED FIELD AREA PER PROJECT DETAILS.
3. PROVIDE WEEP HOLES AT 24" O.C. ALONG SOLDIER COURSE ABOVE LINTELS.
4. PAINT EXPOSED PORTION OF EXISTING OR NEW LINTELS TO MATCH EXISTING.

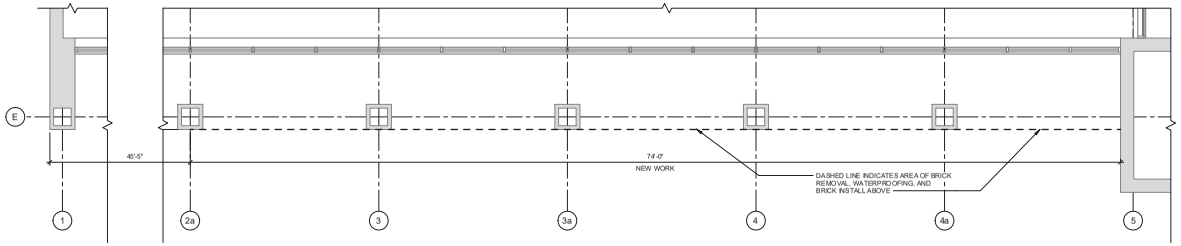
CYNTERGY
810 S CINCINNATI AVE, STE 200
TULSA, OK 74119
918.877.6000



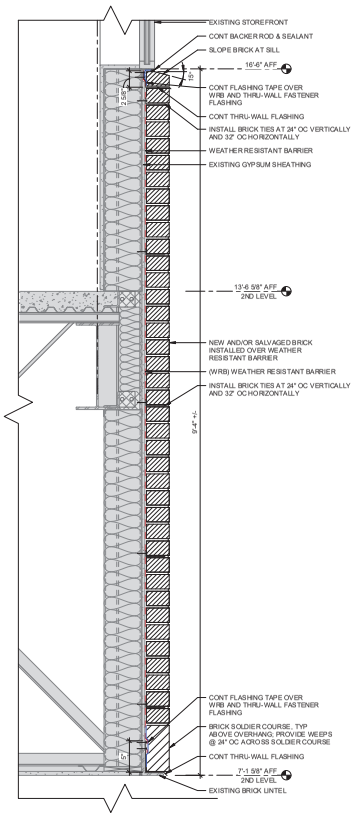
3 ENLARGED EXISTING SOUTH ELEVATION
1/4" = 1'-0"



2 ENLARGED PARTIAL SECOND FLOOR PLAN
1/4" = 1'-0"



1 ENLARGED PARTIAL FIRST FLOOR PLAN
1/4" = 1'-0"



4 ENLARGED WALL SECTION
1 1/2" = 1'-0"

STATE OF OKLAHOMA
DAVID F. PHELPS
3504
REGISTERED ARCHITECT
8/15/2025
DAVID F. PHELPS, AIA
ARCHITECT OF RECORD

ETC BRICK REPAIR
GRAND RIVER DAM AUTHORITY
9900 E 65TH STREET
TULSA, OK 74145

THIS DRAWING WAS PREPARED SOLELY AND EXCLUSIVELY FOR EXECUTION OF THE PROJECT IDENTIFIED WITHIN THESE DOCUMENTS. ITS REPRODUCIBLE, WITH THIS ISSUE DATE. THIS DRAWING MAY NOT BE USED ON OTHER PROJECTS OR FOR ADDITIONS TO THIS PROJECT OUTSIDE THE SCOPE OF WORK WITHOUT WRITTEN CONSENT OF THE OWNER, ARCHITECT, AND THE ARCHITECT'S CONSULTANTS. THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS ARE THE AUTHORS AND OWNERS OF THEIR RESPECTIVE DRAWINGS AND SPECIFICATIONS, AND RETAIN ALL COMMON LAW, STATUTORY, AND OTHER RIGHTS, INCLUDING COPYRIGHTS.

ISSUE / REVISIONS

ISSUE DATE: 08/14/2025
CHECKED BY: DFP
DRAWN BY: CAL

SHEET NAME
FIRST FLOOR PLAN

SHEET NUMBER
A-101

Project Number: P00000.0000 Printed: 8/14/2025 5:10:29 PM V:\GRDA\GRDA ETC Brick Repair\Revit\Models\GRDA ETC Brick Repair.rvt

REQUEST FOR QUOTE # PCRFQC-003221

RFQ # PCRFQC-003221
NstkSvc

Q&A Deadline: 10/13/2025 2:00 PM
Closing Date and Time: 10/16/2025 2:00 PM

VENDOR INFO:
VENDOR #:
NAME:
CONTACT:
ADDRESS:
EMAIL:
PHONE:
FAX:

REPLY TO:
Jaclyn Porter
P.O. Box 669
Chouteau, OK 74337
USA

PHONE: (918) 256-0656
FAX: N/A
EMAIL: jaclyn.porter@grda.com

NOTES:

Brick Removal and Replacement – GRDA Engineering and Technology Center (ETC)

A mandatory job site / pre-bid meeting for prospective Bidders will be held on Wednesday, October 8, 2025, at 9:00 AM CT, located at GRDA Engineering & Technology Center, 9933 E 16th St. Tulsa, OK 74128. Please contact jaclyn.porter@grda.com to notify of attendance.

1. Project Overview
GRDA is requesting quotations from qualified contractors for the removal and replacement of damaged brickwork at our commercial property located at 9933 E 16th Street Tulsa, OK. The project includes coordination with property management, protection of pedestrian pathways and parking areas, and adherence to safety and communication protocols.

2. Scope of Work
A. General Work Description
• Removal of deteriorated/damaged bricks from designated wall sections
• Surface preparation for new brick installation
• Supply and installation of matching bricks and mortar
• Cleaning and finishing to match existing façade
• Removal and proper disposal of all debris
B. Communication & Coordination
• Notify project manager at least 72 hours in advance of work commencement
• Submit a detailed work schedule for approval prior to mobilization
• Assign a site supervisor as the point of contact during project duration
• Provide regular status updates (daily or as agreed)
C. Protection Measures
• Use plywood sheeting, rubber mats, or equivalent to prevent damage to parking surfaces
• Maintain clear access to entrances and emergency exits at all times

All services preferably completed by December 31, 2025; however, completion is subject to weather conditions and availability of materials.

Specifications attached separately.

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY	UNIT	UNIT PRICE	LINE COST	LEAD TIME
72151900	ETC South Side Brick Repair Scope of Work and Specifications Attached	72151900	1.00	Ea			

Site : NstkSvc Warehouse : NstkSvc

NOTE: All prices must be quoted DDP: Destination. All freight charges to delivery point must be included in the unit price quoted for each line item. All packaging, handling, delivery and any other surcharges must also be included in the price quoted for each line item.

SHIP TO:

GRDA Engineering And
Technology Center
9933 E 16th Street
Tulsa, OK 74128
USA

PAYMENT TERMS: _____

QUOTE EXPIRATION DATE: _____

QUOTATION NUMBER: _____

QUOTED BY (please print): _____

COMPANY NAME: _____

SIGNATURE: _____

DATE OF QUOTE: _____

THIS IS NOT AN ORDER. We would be pleased to receive your quotation for furnishing the above. This form must be completed in full (including signature) and returned by the due date indicated. You may attach additional pages if necessary. If attached, the Non-Collusion form must be completed and returned with your quotation. All articles purchased hereunder shall be in accordance with the Bidding Procedures and General Terms & Conditions contained on the attached sheets.

Schedule 5: **Incorporation of Contractor's Bid**

Contractor's bid / proposal is hereby attached,
included and incorporated by reference into this Contract.

Schedule 6: **Form of Change Order.**

This change order ("Change Order") is made and entered into by and between the Grand River Dam Authority and Contractor as of the Change Order Effective Date.

1. Incorporation by Reference of Contract. GRDA and Contractor are parties to that certain Agreement for Routine Services dated _____, ("Contract") the contents of which are hereby incorporated by reference.

2. Justification for Change Order. This Change Order is necessary because the Contract did not originally require Contractor to perform the Change Order Services, and it would be more efficient, more economical, or otherwise in GRDA's best interest to require Contractor to perform the Change Order Services instead of rebidding the Change Order Services.

3. Change Order Effective Date. This Change Order will become effective upon the later of: (i) full execution by the parties; or (ii) approval by the GRDA Board of Directors.

4. Description of Change Order Services. Pursuant to this Change Order, Contractor will perform the following services for GRDA, to GRDA's satisfaction, and in accordance with each of the terms of the Contract and this Change Order (with such services collectively defined as "Change Order Services"):

   [Insert a detailed description of the Change Order Services to be performed by Contractor. Attach additional pages if necessary.]

5. Itemized Costs for Change Order Services. Contractor will perform all of the Change Order Services pursuant to the following rates:

   [Insert a detailed description of the Contractor's cost and rate structure to perform the Change Order Services. Be specific and thorough. Attach additional pages if necessary.]

   Provided, and notwithstanding any provision to the contrary, Contractor must completely perform all work necessary to satisfactorily complete the Change Order Services, in accordance with each of the terms of this Contract and this Change Order, for the lesser of (i) Contractor's actual time and materials; or (ii) $_____.

6. Technical Specifications for Change Order Services. Contractor will perform the Change Order Services in strict compliance with the following technical specifications, in addition to any other requirements arising under the Contract:

   [Insert a detailed description of the technical specifications applicable to the Change Order Services to be performed by Contractor. Attach additional pages if necessary.]

7. Change Order Performance Schedule. Contractor must perform all Change Order Services in strict compliance with the following schedule:

Contractor commences performance of Change Order Services	No earlier than the Change Order Effective Date, and no later than [insert date of commencement deadline].
Contractor fully completes performance of Change Order Services	No later than [insert date of completion deadline].

8. Conflicts between this Change Order and the Contract. In the event of a conflict between **Schedule 5** and the Contract, the Contract will control.

9. Representation of Authority. The signatory for Contractor below represents that he/she possesses sufficient authority to bind Contractor to the terms of this Change Order.

10. Representations and Warranties. Contractor represents and warrants that each of its prior representations arising from or related to the Contract are true and correct as of the date that Contractor executes this Change Order, including, but not limited to, any representations and warranties related to non-collusive behavior and conflicts of interest.

11. Remainder of Contract Unchanged. Each of the remaining terms in the Contract shall remain unchanged.

(signature page to follow)

_____ _____ _____

Contractor (Printed) Signature of Contractor Representative Date

---

Change Order Reviewed and Recommended By:

Designated GRDA Representative: _____ Date_____

GRDA Procurement Administrator:_____ Date_____

Applicable GRDA EVP: _____ Date_____

Change Order Approved by:

_____

[CEO or Applicable GRDA EVP]

EXCEPTION STATEMENT

An "Exception" is (1) Bidder's inability or unwillingness to meet a term, condition, or specification in the manner specified in the Request for Proposal and/or (2) an additional term, condition, or specification proposed by Bidder. Copies of (1) the proposed Contract or GRDA Terms and Conditions and/or (2) Specifications are included in the Request for Proposal. In a document titled "Exception Statement" Bidder must clearly identify all Exceptions to the terms, conditions, and specifications. Bidder must also state with specificity the reasons for taking Exceptions and all modified terms and additional terms it proposes to be included in the final Contract or GRDA Terms and Conditions and Specifications.

One of the GRDA's evaluation criteria will be the number and extent of the Exceptions. Bids containing Exceptions to the Contract, Terms and Conditions, and/or Specifications may be rejected as non-responsive. Other than Exceptions that are stated in the Exception Statement, each Bidder will be deemed to have agreed to comply with all terms, conditions, and specifications of this request for proposal. If Exceptions are not identified in the Bid Proposal, any Exception raised following the notification of the award of the contract could result in the Bid Proposal being rejected from further consideration.

If Exceptions are not identified in the Bid Proposal, any Exception raised following the notification of the award of the contract may not be considered and may result in the Bid Proposal being rejected from further consideration.