



Solicitation Cover Page

1. **Solicitation #: 9122**
2. **Solicitation Issue Date: 05/12/2026**
3. **Brief Description of Requirement:**

Pensacola Boat Barrier

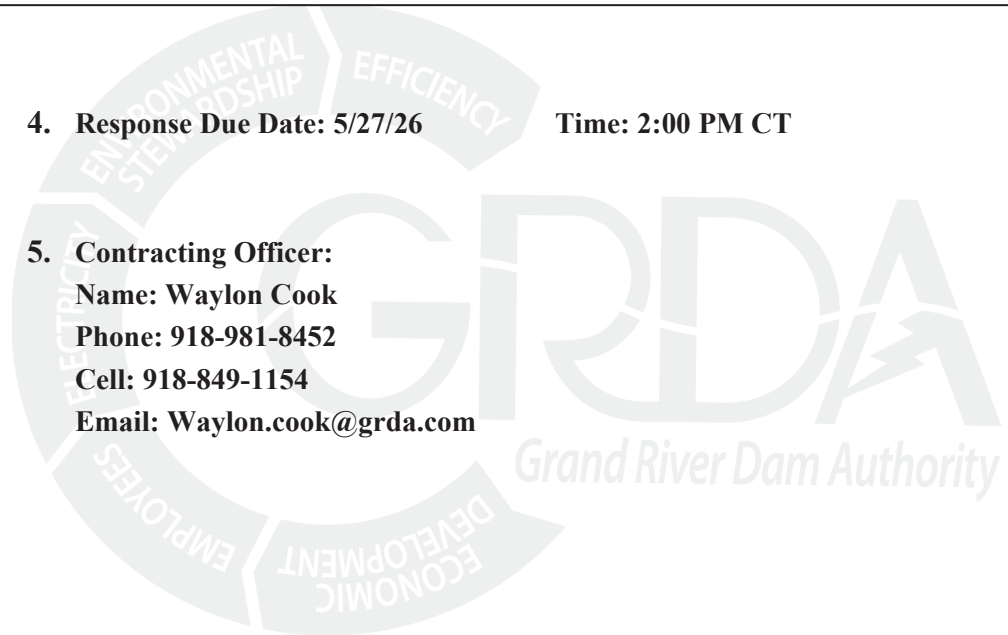
4. **Response Due Date: 5/27/26** **Time: 2:00 PM CT**

5. **Contracting Officer:**
Name: Waylon Cook
Phone: 918-981-8452
Cell: 918-849-1154
Email: Waylon.cook@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.





This is a sealed bid process. A mandatory site visit is scheduled for **May 21, 2026, at 10:00 AM CST, meet at GRDA – Ecosystems and Education Center 420 OK-28 Langley, OK 74350.** Please submit your bid online via www.bidexpress.com by **May 27, 2026, at 2:00 PM CST.** All questions must be submitted in writing online via www.bidexpress.com by **May 22, 2026, at 4:00 PM CST.**

A completed non-collusion certificate is required and must be submitted with your bid if pricing is over \$25,000.00.

The RFP pricing and vendor information form must be completed and signed by an authorized representative of your company in the space provided in the lower right-hand corner.

Please review all technical specifications and bidding instructions carefully for bid submission requirements. Bids which are incomplete and/or missing required documentation may be considered non-conforming and disqualified from evaluation.

EVALUATION

The award to the successful bidder will be based on the best value bid received that meets the specifications listed below and the requirements herein. This includes, but is not limited to, the following in no order of precedence: price, delivery, adherence to specifications and ability to meet the needs of the project.

GRDA will take into consideration past performance and delivery lead times in the evaluation.

This contract may be awarded to multiple vendors, if necessary.

Preference may be given to vendors that accept GRDA's Terms & Conditions and 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.

******* Please read the General Bidding Instructions, Terms and Conditions, and complete the exception statement attached at the end of the RFQ. *******

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****GRDA payment options are EPay (Preferred payment method) or ACH****
Only one form is required to be completed and returned.

GRDA Visa Payment (EPay Program)

NOTE: This is not a credit card payment at time of sale (POS transaction). It is an electronic VISA payment after an invoice has been submitted and processed for payment. Payment terms on VISA payments are in accordance with those agreed upon on the solicitation and the resulting PO/Contract.

When a vendor elects to accept payment by EPay, the vendor will be assigned a 16-digit ghost account number (no physical plastic) which remains at a zero credit limit until an invoice is received from the vendor and processed by GRDA Accounts Payable. Once an invoice from a vendor has been processed for payment the vendor will receive a secure remittance advice via email providing the invoice information and full card account information authorizing the vendor to run the card and post the transaction at which time the account credit limit will return to zero until the next payment.

To learn more about the benefits of the Visa payment program, and to obtain answers to FAQ, click or copy and paste the following URL into your browser:

www.bankofamerica.com/epayablesvendors.

Will accept payment by Visa: Yes No (check one)

Visa acceptance signature: _____

Designated Accounts Receivable Contact for Visa remittance advices:

Name: _____

Phone: _____

Email: _____

If a vendor elects to not accept EPay as the payment method, additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be for discounts for payment to be made no less than ten (10) days and may increase in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is

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calculated shall be the date of a valid invoice. An invoice is considered valid if it is sent to the proper recipient, the invoiced goods or services have been received, and the invoice includes sufficient detail as identified in the solicitation.

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!

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ADMINISTRATION
PO Box 669
Chouteau, OK 74337

Sincerely,
Accounts Payable Department,
Accounts.payable@grda.com

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reliable **ELECTRICITY**,
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CERTIFICATE OF NON-COLLUSION AND RELATIONSHIPS

The undersigned, of lawful age, being first sworn upon oath, deposes and states as follows:

A. For purposes of competitive bids, I certify:

- 1. I am the duly authorized agent of _____
(Company Name)
the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
- 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
- 3. Neither the bidder nor anyone subject to the bidder's direction or control, has been a party:
 - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. To any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; or
 - c. In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract;

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given, or donated, or agreed to pay, give, or donate any officer or employee of the State of Oklahoma any money or thing of value, either directly or indirectly, in procuring the contract to which this bid and statement relates.

C. I certify that I have disclosed below the names of all persons and the positions they hold within their respective companies or firms of:

- 1. Any partnership, joint venture or other business relationships now in effect or which existed within one (1) year prior to the date of this statement with any architect, engineer, or other party to the project to which this bid relates;
- 2. Any such business relationship now in effect or which existed within the one (1) year prior to the date of this statement between any officer or director of the bidder and any officer or director of the architectural or engineering firm, or other party to the project to which this bid relates; or
- 3. If none of the above-mentioned business relationships exist, I have provided a statement to that effect.

(Names and titles of business relationships or a statement of non-existence. Use additional sheet if necessary)

D. I further certify that I have disclosed below any known business or familial relationship in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the bidding company and any employee of the Grand River Dam Authority in accordance with 74 O.S. § 85.22C. If none of the above-mentioned relationships exist, I have provided a statement to that effect.

(Names and description of relationship or a statement of non-existence. Use additional sheet if necessary)

I hereby swear or affirm, under penalty of perjury, that the forgoing information is true and correct.

Bidder Signature

Bidder Printed Name

Bidder Printed Title

Date

GENERAL BIDDING INSTRUCTIONS FOR SEALED BIDS

1. If applicable, bids shall be opened by the Purchasing Unit at the Grand River Dam Authority Administrative Headquarters, 8142 Highway 412B Chouteau, OK 74337, on the date and time shown on the attached RFQ or RFP form. Bids shall be in conformity with these and any additional instructions to bidders and shall be submitted on GRDA's form. **The RFQ (Request for Quote) or RFP (Request for Proposal) form must be completed in full and signed by the bidder.** If your bid response necessitates additional space, you may attach additional pages; however, the RFQ or RFP form shall be completed, signed and reference the additional pages. Quotations or proposals submitted via mail, email or fax shall not be accepted.

2. Sealed bids shall be submitted to the GRDA Purchasing Unit via www.bidexpres.com.

Bid opening time extensions shall not be granted. Bids received after the opening time and date shall not be considered. At public bid openings (if applicable), a short description of the item and the bid price will be read. The information shall be recorded on a bid tabulation to be used during the subsequent bid evaluation.

3. **Non-Collusion Certificate:** RFQs or RFPs anticipated to exceed a total amount of \$25,000 shall be accompanied by a Non-Collusion Certificate. This certificate shall be completed by the bidder and include an original signature in ink of an authorized company representative (preferably the bidder) with full knowledge and acceptance of the bid proposal. The Non-Collusion Certificate with original signature shall be mailed with the bid response to the attention of the Contracting & Acquisitions Agent listed on the RFQ or RFP. Purchase orders in excess of \$5,000 will not be released to the successful bidder without receipt of a properly signed certificate for the bid.

4. In the event the unit price and line total extension do not agree, the unit price shall be considered the quoted price accepted for evaluation.

5. **Freight Terms:** All prices shall be quoted DDP: Destination. All packaging, handling, shipping and delivery charges shall be included in the unit price quoted for each line item. No exceptions shall be granted unless approved by the guidelines of the GRDA Chief Financial Officer or designee.

6. **Other Surcharges:** Any additional surcharges (such as HazMat charges, fuel surcharges, set-up fees, etc.) shall be included in the unit price quoted for each line item. All additional charges are considered a part of the cost of the goods, and bids shall be evaluated to include these additional charges.

7. **Tax-Exempt Status:** GRDA is an agency of the state of Oklahoma and is specifically exempt from the payment of sales tax by Oklahoma state statute, Title 68 O.S.A. § 1356 (10). An excerpt from the statute shall be furnished upon request.

8. **Questions arising during the bidding process should be submitted via www.bidexpress.com.**
The GRDA Contracting & Acquisitions Agent shall coordinate a reply from the end user to ensure that all potential bidders are provided the same information. Under no circumstances shall a bidder discuss pricing with any GRDA employee prior to the bid opening.

9. All bids submitted shall be subject to GRDA's Purchasing Policy and Procedures, General Terms and Conditions, the bidding instructions and specifications, the Oklahoma Open Records Act, other statutory regulations as applicable, and any other terms and conditions listed or attached herein – all of which are made part of this Request for Quote or Request for Proposal.

10. GRDA reserves the right to waive any informalities, reject any and all bids, and to award a contract, as applicable, in the best interests of the Authority. All bid responses become the property of GRDA and are subject to the Oklahoma Open Records Act. GRDA shall endeavor to protect technical information designated by the bidder as proprietary information; however, only technical information (i.e., "trade secrets") may be considered proprietary – pricing and other non-technical aspects of the quote shall be considered non-proprietary.

11. **"Sole Brand" or "No Sub" Items:** Items with a "Sole Brand" or "No Sub" designation in the description shall be furnished as the specified manufacturer and model/part number. No exception may be taken to the specification, and no alternate shall be accepted. In those cases where a manufacturer has discontinued the specified model/part number, the bidder shall indicate so on the RFQ. If a replacement item is available, the new model/part number shall be indicated on the RFQ form and the price quoted. It shall also be noted whether the replacement item is a direct replacement for the obsolete part number originally requested. If not, or if the specifications differ in any way, the bidder shall explain in detail, and corresponding drawings or descriptive literature shall be included with the quote.

12. **Approved Equivalents:** Unless an item is designated as a “Sole Brand” or “No Sub” item, any manufacturer’s name, brand name, information and/or catalog number listed in a specification is for informational or cross-reference purposes and is not intended to limit competition. Bidders may offer any brand/manufacturer for which they are an authorized representative, provided it meets or exceeds the specification of the listed item. However, if quoting an equivalent product, bidders shall indicate on the RFQ form the manufacturer’s name and part number. Bidder shall also submit any drawings, descriptive literature and specifications for evaluation purposes. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also provide written confirmation that the proposed equivalent will meet the requested specifications and is not considered an exception. Bids which do not comply with these requirements may be rejected. GRDA warehouses are not permitted to accept any item with a part number differing from that quoted by the bidder. Bids lacking any written indication of intent to furnish an alternate brand, model or part number shall be considered to be in complete compliance with the specifications as listed on the RFQ.
13. **Insurance Certificates:** Any service to be performed that requires the vendor’s employees, vehicles or equipment to be on any GRDA property must be covered by minimum insurance requirements. The work scope to be performed for the Authority shall be evaluated and the minimum insurance requirements shall be provided to prospective bidders with the RFQ or RFP. Evidence of insurance coverage shall be furnished in the form of a Certificate of Insurance, and shall be submitted with the bid response. Bidders shall disclose any subcontractors to be used, and the Authority shall consider the supplier as the single point of contact. The supplier shall assume responsibility for the performance of the subcontractor. Policies shall remain current for the duration of the requested service period, and GRDA shall be notified of any cancellation or revision to policies. Purchase Orders shall not be released to the successful bidder without a current Certificate of Insurance naming GRDA as certificate holder on file. A Memorandum of Insurance shall not be acceptable for this requirement.
14. **MSDS:** Material Safety Data Sheets shall be furnished to GRDA’s Safety Department at the address noted on the PO prior to delivery of items.
15. **Purchase Orders** shall be awarded to the “lowest and best” or “best value” bidder. Line items may be split into multiple orders, taking low items from each respective bidder, or orders may be awarded on an “all or none” basis, whichever is in the best interests of the Authority. Award decisions are further subject to consideration of any additional terms and conditions contained in the bid proposal. Vendor protests must be submitted in writing to the Central Purchasing Unit of GRDA within thirty-six (36) hours of award of Contract or Purchase Order.
16. Successful vendor shall deliver the merchandise or perform the service as quoted. Substitutions or changes without prior approval of the GRDA Contracting & Acquisitions Agent shall be rejected and returned at the vendor’s expense.
17. **Bidder Responsibilities:** Bidders are to transact all phases of the purchasing function directly with the GRDA Contracting & Acquisitions Agent. Bidders are to conduct all written and verbal communication with the Authority through the GRDA Contracting & Acquisitions Agent. Bidders are to conduct negotiations ethically, without attempts to influence through offers of gifts or entertainment. Bidders are to make available as requested any technical information which might be of benefit in the bid evaluation.
18. **Supplier List:** The Finance Department maintains a current listing of suppliers with a cross-reference as to products and services offered. Suppliers may have their names added to the list by submitting a completed Vendor Registration/Payee Application, and shall notify the Authority of any updated information. Suppliers who do not meet quoted shipping dates or lead times, supply products or services of poor quality, substitute items of unequal quality, continually over-ship or under-ship items, or do not invoice properly may be placed under suspension or disqualified from the active supplier list. Suppliers may voluntarily request to be removed from the supplier database.
19. **Service Contracts:** By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the contract. The State may request verification of compliance for any contractor or subcontractor. Should the State suspect or find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

GENERAL TERMS AND CONDITIONS



Any contract or purchase order (PO) issued by the Grand River Dam Authority (GRDA) is expressly conditioned upon Seller's assent to these terms and conditions. Any order issued or filled by Seller shall be deemed to constitute Seller's assent to these terms and conditions. GRDA must give its express written consent to all additional terms submitted by Seller and all modified terms proposed by Seller.

1. Email, mail, or deliver all invoices or correspondence pertaining to the payment of this PO/ Contract to: Accounts Payable Department at accounts_payable@grda.com or Grand River Dam Authority, P.O. Box 669 Chouteau, Oklahoma 74337. Seller shall provide an invoice which is in accordance with the terms of the appropriate PO/Contract and applicable state or federal statutes, including but not limited to such documentation as may be required to demonstrate that the task has been achieved. Seller shall submit invoices accompanied by complete supporting documentation for shipping costs. If shipment is not made by routing instructions as specified on the face of this PO/Contract, GRDA has the right to deduct any excess transportation charges resulting therefrom. Copy of original freight bill must be supplied for payment if freight charge is in excess of \$500.00. Time, in connection with any discount offered, will be computed from date of delivery of items or services, or from date the correct invoice is received at GRDA Headquarters in Chouteau, Oklahoma, whichever period of time is the later date. No Oklahoma State Sales or Use Tax shall be paid by GRDA.
2. GRDA has the right to inspect articles, materials, and supplies before and during manufacture and upon arrival at destination and to return for full credit and/or refund, at Seller's sole risk and expense, including all transportation and storage charges, all items found defective or furnished contrary to instructions and/or specifications contained herein.
3. In case of default by Seller, GRDA may procure the items or services from other sources. Seller agrees to be responsible for any excess cost occasioned thereby; provided, that if necessity requires the use of items not conforming to specifications, they may be accepted, and payment made at a proper reduction in price. Notwithstanding anything herein to the contrary, GRDA reserves the right to terminate this PO/Contract for its convenience. In the event of such termination, GRDA shall pay and Seller shall accept the reasonable value of all work performed and items delivered by Seller up through the effective date of such termination.
4. Seller represents and warrants that all items and/or services furnished under this PO/Contract will (a) conform to the specifications, drawings, samples or other description furnished by GRDA, or any revisions thereof;(b) be merchantable of good material and free from defect in workmanship, material, and design; (c) be fit and sufficient for the purpose intended; (d) satisfy any performance guarantee requirements as specified herein by GRDA; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's patent, copyright, trademark, or intellectual property rights.; (g) Seller shall implement all necessary physical and cyber security measures to fully insure that GRDA's data is only accessible by Seller's authorized personnel, and that only Seller's authorized personnel may send invoices and seek payment from GRDA for this purchase; and (h) all invoices arising from or related to this purchase that are sent from Seller's domain have been authorized by Seller. In the event the items and/or services purchased hereunder do not meet the warranty specified herein above, Seller shall promptly repair or replace any defective item at its expense, or re-perform any necessary services, and shall hold GRDA harmless from all costs and expenses incurred due to said defective item or performance of services, including the cost for removing any part or product to be repaired or replaced, as well as transportation and installation charges in connection with the repair, replacement or servicing of any parts or equipment. Seller further represents and warrants that the manufacturer's warranty and guarantee of the items purchased hereunder extended to Seller shall extend to GRDA. These warranties are cumulative and in addition to all other warranties provided by law.
5. Seller shall indemnify, defend, and hold harmless GRDA and its officers, directors, employees, 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 act or omission of Seller or Seller's officers, directors, employees, subcontractors, and agents; (b) all liens or claims in any way related to the items or services furnished by Seller; (c) all patent, trademark or copyright infringement or alleged infringement, except where strict compliance with the specifications prescribed by GRDA is the sole basis of the infringement or alleged infringement; (d) defects in the items or services furnished by Seller; (e) any unauthorized access to Seller's electronic system(s) by either third parties or unauthorized Seller personnel; or (f) Seller's failure to comply with any of these General Terms and Conditions. This indemnity obligation shall be in addition to the warranty obligations of Seller
6. When doing work or providing services on GRDA property seller shall, before any items are shipped and/or any services are commenced, provide GRDA with certificates evidencing that the following minimum insurance will remain in force until Seller's obligations are completed: (a) Workers' Compensation Insurance, including Employer's Liability Insurance, in accordance with the laws of the state in which Seller may be required to pay compensation; (b) Commercial General Liability Insurance with limits no less than \$1,000, 000 for each occurrence and \$2,000,000 in the aggregate, unless otherwise specified within the solicitation documents; and (c) if Seller will use or provide for the use of motor vehicles in furnishing items and/or services under this PO/Contract, automobile insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with a limit of no less than \$1,000,000.
7. Seller shall not assign or subcontract any of its rights or obligations under this PO/Contract without GRDA's prior written consent. No assignment shall relieve Seller of its obligations hereunder.
8. Service Contracts: By submitting a bid for services, the Bidder certifies that it, and any proposed Subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Supplier/Contractor/Consultant/Construction Manager/et c. certifies that it and all proposed Subcontractors, whether known or unknown at the time a contract is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. This shall remain in effect through the entire term, including all renewal periods, of the Contract. The State may request verification of compliance for any Seller or Subcontractor. Should the State suspect or find the Seller or any of its Subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension or debarment of the Seller. All costs necessary to verify compliance are the responsibility of the Seller.
9. All Items shipped pursuant to this PO/Contract will conform to all municipal, state and federal laws, ordinances and regulations, and Seller will defend and save harmless GRDA from loss, costs or damage by reason of any actual or alleged violation thereof.

10. GRDA hereby notifies Seller that Seller must comply, and by acceptance of this PO/Contract, Seller represents that it has complied with, and will continue to comply with, all applicable federal, state and local laws, regulations or orders.
11. This PO/Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma. The state district courts in Tulsa County, Oklahoma, will have exclusive jurisdiction and venue to resolve any dispute arising from or related to this PO/Contract.
12. AUDIT RIGHTS. Seller/Contractor will, at all times during the term of this PO/Contract and for a period of five (5) years after the completion of this PO/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 PO/Contract.
13. By submitting a bid, bidder 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.
14. By submitting a bid, the parties to this Agreement certify that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Agreement.
15. For any services performed pursuant to the PO/Contract, in addition to complying with the other provisions of these *General Terms and Conditions*, Seller must: (i) supply and remove all necessary tooling, equipment, and materials; (ii) remove and lawfully dispose of all debris, and provide evidence to GRDA of such lawful disposition upon GRDA's request; (iii) comply with all applicable codes, standards, laws, and standards of care applicable to the services provided; (iv) take all necessary precautions, at all times, for the health and safety of Seller personnel (including employees, contractors, and agents) at the site, and be exclusively responsible for any health or safety violations by Seller's employees, contractors, or agents; (v) maintain, at all times, title to and control of any hazardous materials that require special handling or disposal, and take whatever steps and precautions are necessary to safely eliminate any hazardous condition in accordance with applicable law; (vi) obtain, at Seller's sole expense, any necessary intellectual property rights necessary for Seller to complete the services; and (vii) strictly comply with each provision of the *Supplemental Terms of Service* attached hereto as Attachment A, if the provision below indicating that Attachment A is included in these terms has been selected by GRDA.
16. Paragraphs 3, 4, 5, 9, 10, 11, 12, 15, and 17 will survive termination or cancellation of the contract.
17. Supplemental Terms. If any of the following boxes are checked, the associated terms and conditions are incorporated by reference into these *General Terms and Conditions*:

Supplemental Terms of Service (Exhibit GTC-1)

Schedule 2 - GRDA Supply Chain Cyber Security (Exhibit GTC-2)

Grand River Dam Authority is an agency of the State of Oklahoma.

GRDA Engineering & Technology Center • 9933 E 16th Street • Tulsa, Oklahoma 74128 • Phone: 918-256-5545

BIDDER'S EXCEPTION STATEMENT TO TERMS AND CONDITIONS

All Bidder representations will be relied on by GRDA in its evaluation of the bid to this RFQ. One of GRDA's evaluation criteria will be the number and extent of the exceptions to GRDA's terms and conditions. Bidders shall be presumed to be in agreement with GRDA's terms and conditions unless the Bidder takes specific exception to one or more of the terms as stated below. Whether or not exceptions are taken, Bidders must submit this statement as part of their bid.

Bidders must clearly identify all exceptions to the terms and conditions. Bidders must also state with specificity the reasons for taking exceptions and all modifications and/or additional terms it proposes to be included in the contract or terms and conditions. If exceptions are not identified in this statement, any exception raised following the notification of the award of the contract could result in the revocation of bid award and being rejected from further consideration.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS AND CONDITIONS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS AND CONDITIONS, SUCH EXCEPTIONS MUST BE CLEARLY STATED IN THE TEXT BOX BELOW AND SUBMITTED AS PART OF YOUR PROPOSAL. ANY MODIFICATION TO TERMS IS SUBJECT TO GRDA'S REVIEW AND EXPRESS WRITTEN APPROVAL.

If you provide a sample copy of your form contract or terms and conditions, you still must identify all exceptions you have to GRDA's terms and conditions.

EXCEPTIONS TO GRDA TERMS AND CONDITIONS:

SPECIFICATIONS

RFP for Turnkey Boat Barrier Systems

General Overview

The Grand River Dam Authority is requesting vendor proposals for an engineered boater safety barrier system at three spillway locations and one location downstream of the powerhouse, on the Neosho River in Langley, Oklahoma.

GRDA requests the bidder to include itemized rates for the engineering of anchors and boat barrier systems, manufactured costs of the engineered material, and the installation of the boat barrier systems. Rates materials included in the design for two proven life expectancies. Rates should include a 20 year design and a 50-year design for each specified location. The lump sum rates should be itemized to show the engineering costs, material costs, and installation costs with a sub total sum for each location. This pricing structure is critical for GRDA to compare bids from numerous vendors. Not following this pricing structure will disqualify the bids.

For example:

The four locations (separated out): 20-year Service Life

Engineering of Anchor and System Cost – Lump Sum _____

Materials Cost – Lump Sum _____

Installation Cost – Lump Sum _____

Subtotal Costs for Turnkey Design and Installation of Boat Barrier System for each of the four locations (separate the four locations) _____

The four locations (separated out) – 50-year Service Life

Engineering of Anchor and System Cost – Lump Sum _____

Materials Cost – Lump Sum _____

Installation Cost – Lump Sum _____

Subtotal Costs for Turnkey Design and Installation for Boat Barrier System for each of the four locations (separate the four locations) _____

This proposal should be repeated for each location including the engineering design, materials fabrication costs, and the installation costs: Neosho River, Main Spillway, Middle Spillway, and East Spillway for a total of four separate quoted turnkey boat barrier systems.

The vendor shall provide anchorage and cable design drawings for these systems prepared, signed and sealed by a registered professional engineer.

For purposes of bid evaluation, the vendor shall prepare adequate documentation to demonstrate the technical features of the proposed barrier systems. The awarded Vendor shall furnish a Final Design

Package compatible with the awarded vendor's accepted technology which includes the following design documents and obtain owner approval for the complete design prior to procurement of materials.

a. Preconstruction Submittals

- i. Description of manufacturing methods of floating components including material description, structural properties, size of anchors, and boom section connection description.
- ii. Complete Engineering calculations and drawings compliant with appropriate design guidelines and flow velocities for the project site. Calculations shall be developed, reviewed and stamped by a professional structural engineer (SE) registered to practice in the state of Oklahoma.
- iii. Shop drawings for booms, boom section connections, debris skirts and/or gate and anchor connections including materials lists to be approved prior to fabrication.
- iv. Shop test information including proposed shop test procedures and shop test data sheets.
- v. Expected installation procedure including instructions concerning the assembly and installation of debris booms and/or gate and anchor connections.

Length of barriers is approximate. Contractor shall confirm all measurements necessary to comply with the approximate location exhibited on the solicitation documents and the associated anchorage mechanisms provided in the design.

The Vendors qualification will be based upon:

- a. General Reputation & Performance capabilities of vendor
- b. Customer service
- c. Responsiveness in the event of an emergency
- d. References from past customers.
- e. Bids will be compared for units as specified. Alternate proposals may be offered and may be considered by the Purchaser only if the Bidder has submitted a proposal in accordance with the Request for Proposal.

Installation Locations:

The equipment shall be installed at four separate locations near the Pensacola Dam Power Generating Station located in Langley, Oklahoma: Neosho River, Main Spillway, Middle Spillway, and East Spillway. The specifications below provide approximate distances of the boat barrier systems.

Dam Hydrology:

Maximum Historic Release: 236,000 cfs

Maximum Historic Pool Elevation: 756.67 feet

Neosho River Channel Capacity: 100,000 cfs

Scope of Supply

All materials, fasteners, drawings, and installation instructions to complete the project, to include traveling anchor and associated hardware. Provide an equipment list with quantity, size, and construction of shore and lake anchor points.

Boater Safety Barrier Requirements:

GRDA is requesting the replacement of boater safety barriers at four separate locations near the Pensacola Dam in Langley, Oklahoma including (all barrier systems proposed shall be twenty and fifty year life design as GRDA is comparing options, ODIN Float or GRDA Dam Safety Engineer Approved Equal) Please note that distances provided are approximate measurements using Google Earth.

Main Spillway Location:

The main spillway is located at the left abutment and connects to the multiple arch non-overflow segment. This is a concrete gravity spillway with a gross width of 861 feet and a net overflow width of 756 feet with a crest elevation of 730. Flows over this spillway are controlled by 21 – 36 feet x 25 feet Tainter gates.

Approximately 1985 feet of boater safety barrier with one boat access gate. The design shall allow for the passage of floating debris. Bidder to include the Rate and Design specifications to include 20 year and 50-year service designs.



Middle and East Spillway Location:

These two auxiliary concrete gravity spillway sections, about one mile east of the left abutment of the dam. These auxiliary spillway sections are controlled by a total of 21 – 37 feet x 15 feet tainter gates with a combined net flow width of 777 feet. Spillway crest elevation is 741.4

Middle Spillway has approximately 720 feet of boater safety barrier with one boat access gate. East Spillway is approximately 740 feet with one boat access gate. The design shall allow for the passage of floating debris. Bidder to include the Rates and Design specifications to include 20 year and 50-year service designs.



Neosho River Location:

The powerhouse is located at the right abutment. It contains six 16,000-kilowatt generators, each fed by a 15' diameter penstock. There is approximately 375 feet of boater safety barrier with one boat access gate downstream of the Pensacola Powerhouse. The proposed new boater safety barrier and anchor system will need to include the additional weight of fishing boats tied off onto the cable. The design shall allow for the passage of floating debris. Bidder to include the Rate and Design specifications to include 20 year and 50-year service designs.



Boater safety barriers for the above four locations shall include:

Raised cable or surface floating systems are both acceptable; a surface system that has demonstrated capability for shedding of large, forked tree debris is preferred. Cable must be of sufficient strength, as shown by engineering calculations, to withstand a minimum debris laden load based on the flow velocity. Design shall demonstrate capability of system to pass debris included service and allow for excess cable capacity as necessary for any uncertainty in the system. Cable shall be of a non-corrosive or corrosive resistant material. Warning buoys shall be international orange or similar high visibility color per the listed color standard. Warning buoys shall be secured with fasteners of sufficient strength to withstand debris impact at listed flow velocities. Warning buoys shall be puncture resistant. Buoys shall be constructed to prevent sinking if punctured by utilizing foam fill or baffled compartments.

Buoys shall be able to withstand beaching on rocks during periods of low water. Lakebed anchors shall be of sufficient number and size to prevent displacement of the boat barrier during spill gate operations. Hardware shall be noncorrosive or corrosive resistant to meet the listed standards. All nut and bolt hardware must have mechanical locking means to prevent unthreading while still allowing disassembly with hand tools.

Spares: Rates for Three (3) spare buoys and associated hardware shall be proposed for the 20-year design and the 50 year designs.



CONTRACT NO. _____

BETWEEN

THE GRAND RIVER DAM AUTHORITY

&

FOR

BOATER SAFETY BARRIER SYSTEM

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APPENDIX

EXHIBIT A –	CERTIFICATE OF CONTRACT COMPLETION
EXHIBIT B –	CHANGE ORDER REQUEST
EXHIBIT C –	INVOICE AFFIDAVIT CERTIFICATION FOR PAYMENT
EXHIBIT D –	PERSONNEL RISK ASSESSMENT PROCESS
EXHIBIT E –	TECHNICAL SPECIFICATIONS:
EXHIBIT F	UNIT AND TASK PRICE SCHEDULE

This Contract, entered into on _____ between the Grand River Dam Authority (“GRDA”), an agency of the State of Oklahoma, and _____ (“Contractor”), incorporated in the State of Oklahoma, together, the “Parties.”

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

1. RECITALS.

1.1 **Contract Number: PCPA-** _____

Contract Title: Boater Safety Barrier System

(the "Project"). The Parties agree that the Project must be completed in accordance with the following terms and conditions, plans and technical specifications, blueprints, drawings and any Exhibits 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. Any conflict or inconsistency between the terms and provisions of the Contract Documents shall be resolved by giving precedence in the following order: 1) This Contract; 2) Exhibits to this Contract; 3) any other written document to this contract, signed by each party; and 4) plans and drawings submitted as part of the Project.

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

- (a) has examined and carefully studied the Contract Documents and Specifications;
- (b) has carefully examined the Site and has informed itself of the facilities for delivery and placement of all equipment and materials;
- (c) has carefully evaluated the local economy, available labor, weather, and other conditions which will influence its productivity in performing the Project;
- (d) is fully aware of all conditions that exist or difficulties that may be encountered arising from or related to the execution of the Project;
- (e) warrants that the specified times for completion of the Project are reasonable times for its completion;
- (f) will complete the Project within the specified times; and
- (g) must fulfill all of the requirements in the Contract without claiming any additional compensation.

1.4 Definitions. GRDA and Contractor agree that the following definitions will be applicable to this Contract:

Proposal – the proposal submitted by Contractor related to the Project.

Certificate of Contract Completion – the certificate in the form of Exhibit A issued by GRDA to Contractor stating that the Project has been completed according to the terms and conditions of the Contract.

Completion of the Project – the date when GRDA issues the Certificate of Contract Completion stating that the Project has been completed and is ready for acceptance under the terms and conditions contained therein.

Contract Documents – (1) this Contract together with all Exhibits (2) all plans and drawings submitted in association with the Project, and (3) any other document(s) related to this Contract to which both Parties have agreed in writing.

Contract Term – the date and time for performance as set forth in the Contract Documents.

Contractor – the party entering into this Contract for the performance of the required Work. The person authorized to represent Contractor in connection with the Project is [REDACTED].

Designated GRDA Representative – the person authorized to represent GRDA in connection with the Project is [REDACTED].

GRDA – the Grand River Dam Authority, an agency of the State of Oklahoma, pursuant to 82 O.S. § 861, *et seq.*

Procurement Administrator – the GRDA employee with direct supervisory capacity of the procurement unit.

Project – as set forth in Article 1.1, the services to be performed, authorized, and necessary for the fulfillment of this Contract.

Schedule – the schedule for the completion of all Contract Work is more particularly described by the Specifications and Contract Documents.

Site – the Neosho River in Langley, Oklahoma, where the Project is to be performed, as more particularly described by the Contract Documents.

Specifications – collectively, all of the terms and stipulations contained in this Contract and in each of the specifications appended thereto.

Subcontractor – a person, firm, or corporation to whom any part of the Project has been sublet by or supplied to Contractor.

Warranty Period – the period commencing with the Completion of Project and ending one (1) year thereafter.

Work – all labor, services, and materials necessary to produce the construction of the Project in accordance with the Contract Documents, including the entire construction or the various separately identifiable parts thereof. Work includes and is the result of providing all materials and equipment and performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all equipment, fixtures, and supplies into such construction, all as required by the Contract Documents.

2. SCOPE OF WORK.

The scope of Work for the Project to be performed by Contractor is more particularly described in the Technical Specifications attached as Exhibit E.

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

3.1 Contract Price. The Contract Price for the Completion of the Project in accordance with the terms of the Contract is a lump sum price of _____ and shall be payable as follows:

3.2 Partial Payments.

- a) Upon completion of a task as set forth in the Unit and Task Price Schedule, Contractor may submit to the Designated GRDA Representative an invoice requesting payment of the portion of the Contract Price associated with the completion of the task that qualifies for partial payment, as indicated in the Contract Documents. Within fifteen (15) days of receipt of this invoice, the Designated GRDA Representative will, in his or her sole discretion, evaluate Contractor's invoice, documentation, and performance, and determine whether the invoice, documentation, and performance is sufficient to demonstrate that the tasks have been completed.
- b) If the Designated GRDA Representative approves an invoice, GRDA will pay the invoice within forty-five (45) days from the date on which it was approved. Five percent (5%) of each partial payment will be withheld as retainage, unless waived by GRDA.
- c) Invoices shall include the task order number, work order and work step, name of project, and a listing of the percentage of the units on the bid that have been completed as of the time period claimed in the invoice. The invoices should be formatted in the same as indicated in the "Unit Bid Price" schedule. Invoices shall be mailed to:

Accounts Payable
Grand River Dam Authority

P.O. Box 669
Chouteau, OK 74337
accounts.payable@grda.com

A copy of each invoice shall be sent to the GRDA Project Manager: Laurel Swift laurel.swift@grda.com.

- D) All invoices must: (i) be completed, executed, and notarized by Contractor, using the Invoice Affidavit form attached to this Contract; and (ii) comply with applicable law and regulation. GRDA will approve no more than one invoice per month.

3.3 Final Payment.

- a) Upon completion of the Project, Contractor will submit a fully completed Certificate of Contract Completion form to the Designated GRDA Representative. Contractor must submit evidence satisfactory to GRDA that all material bills, sums due to subcontractors, and all other indebtedness, liabilities and/or obligations of any sort whatsoever arising from or related to the Project have been fully paid.
- b) Upon receipt of the Certificate of Contract Completion and all supporting documentation, GRDA will inspect the Project. If GRDA determines, in GRDA's sole discretion, that any portion of the Project has not been completed in accordance with the Specifications or is otherwise defective, Contractor will, at its expense, complete the Project in accordance with the Contract Documents.
- c) If GRDA determines, in GRDA's sole discretion, that the Project has been fully completed in accordance with each of the terms of the Contract Documents, GRDA will execute the Certificate of Contract Completion that has been submitted by the Contractor. All submittals, operating manuals, brochures, as-built drawings, keys related to the Project, warranties, excess materials provided by or billed to GRDA, and all other requirements of the Contract Documents must be submitted to GRDA before final payment is made.
- d) Upon receipt of the fully executed Certificate of Contract Completion form from GRDA, Contractor will invoice GRDA for the remaining balance due to Contractor from GRDA, including any applicable retainage amounts. All invoices must: (i) be completed, executed, and notarized by Contractor, using the Invoice Affidavit form attached to this Contract; and (ii) comply with applicable law and regulation. After receipt and approval of Contractor's invoice, GRDA will deliver payment to Contractor within forty-five (45) days from the date on which the invoice was approved by GRDA.

3.4 No GRDA Waiver by Approval. GRDA's approval of the Certificate of Contract Completion 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.

3.5 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.

3.6 Change Orders. GRDA may, at any time and in its sole discretion, make additions, deletions, reductions in scope, or other changes to the Work (each, a "Change"). Contractor shall perform only those Changes that are authorized in writing by GRDA through (i) a Change Order or (ii) a written work authorization issued by GRDA's Designated Representative in accordance with this Section. No Change alters the Contract Price or Schedule unless and until GRDA issues a written Change Order.

- a) If GRDA requests a Change that would reasonably be expected to result in a material increase or decrease in Contractor's cost or time for performance, Contractor must submit a written Change Order request to GRDA within ten (10) days after Contractor's receipt of GRDA's request. The Change Order request must be submitted on GRDA's required form and must include complete supporting documentation substantiating all requested cost and schedule impacts. If GRDA agrees that a Change Order is appropriate, the Parties will negotiate an equitable adjustment to the Contract Price, the Schedule, or both, which adjustment will be memorialized exclusively in a written Change Order issued by GRDA. Pending execution of a Change Order, Contractor shall proceed with the Change only if directed to do so under a written work authorization approved by GRDA's Designated Representative.
- b) If GRDA, determines, in its sole discretion, that delaying performance to finalize a Change Order would adversely affect the Schedule, GRDA may issue a written work authorization approved by its Designated Representative. Upon receipt, Contractor shall promptly perform the Change identified in the work authorization. GRDA will convert one or more work authorizations to a Change Order. A Change Order is required before Contractor is entitled to payment for the Work performed under the work authorization(s). If Contractor receives an oral request for changes in the Work, Contractor shall immediately: (a) notify GRDA of the request; (b) identify the individual making the request; and (c) request a written work authorization. Contractor will bear the expense of performing any Change not supported by a work authorization or Change Order.
- c) Contractor may request Changes to the Work by submitting a written Change Order request to GRDA. Any such request must: (a) clearly describe the proposed Change and revised scope of Work; (b) identify all impacts to cost and Schedule; and (c)

include complete supporting documentation, including a detailed cost breakdown showing materials, quantities, unit prices, labor, equipment, overhead, profit, and any time extension requested. GRDA has no obligation to approve Contractor requested Changes. If GRDA approves such request, any adjustment will be reflected solely in a written Change Order. Contractor shall proceed with a Contractor requested Change only if GRDA issues a written work authorization or Change Order. GRDA shall have no liability for claims arising from any decrease or reduction in the Work.

- d) In estimating the impact of a proposed Change Order, Contractor shall include all cost and time impacts arising from or related to the Change, including any cumulative impacts arising from prior Change Orders. Contractor's execution of, or acceptance of payment under, a Change Order constitutes a full and final waiver of all claims arising out of or related to that Change Order, including claims for cumulative or ripple impacts associated with that Change Order and all prior Change Orders.

4. CONTRACTOR'S OBLIGATIONS.

4.1 Written Work Authorization Required. Contractor will not commence performing the Project unless it receives written authorization from the Designated GRDA Representative.

4.2 Contractor's Means and Methods of Construction. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Project. Contractor will diligently complete the Project in accordance with good industry practices and in a workmanlike manner, will furnish highly trained and experienced personnel, materials, and equipment, and will use such methods, appliances, supervision and inspection for the completion of the Project that will assure satisfactory quality conforming to the provisions of the Contract Documents.

4.3 Supervision. Contractor shall supervise, inspect, and direct the Work for the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work for the Project in accordance with the Contract Documents. Contractor shall assign a competent resident superintendent who will not be replaced without written notice to the Designated GRDA Representative.

4.4 Labor. Contractor shall provide competent and qualified personnel to perform the Project as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

4.5 Services, Materials, and Equipment.

- a) Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Project, whether or not such items are specifically called for in the Contract Documents.

- b). All materials and equipment incorporated into the Project must be new and of good quality. All special warranties and guarantees required by the Specifications will expressly run to the benefit of GRDA. If requested by the Designated GRDA Representative, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- c) All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

4.6 Compliance with Drawings and Specifications. Contractor will complete the Project in strict accordance with all Contract drawings and Specifications. If Contractor proposes to deviate from the drawings or Specifications, Contractor must have approval in writing from the Designated GRDA Representative before commencing the Work for the Project. The Project must be completed to the satisfaction of the Designated GRDA Representative, who will, in all cases, determine the amount, quality acceptability, and fitness of all Work arising from or related to the completion of the Project. The decision of the Designated GRDA Representative will be final and conclusive.

4.7 Permits, Standards, and Legal Compliance. Contractor will obtain all applicable permits, certificates and licenses, and Contractor agrees to fully comply with such permits. Where not otherwise specified, all materials and installation will meet the latest standard requirements of applicable specifications of the American National Standards Institute, Inc. (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), American Concrete Institute (ACI), American Society for Testing and Materials (ASTM), the National Electrical Manufacturers Association (NEMA), and manufacturer's specifications relating to stress, clearances, pressure and precision measurements, all as provided in manufacturer's plans and drawings for assembly and disassembly of equipment.

4.8 Timely Completion. The Construction Schedule is set forth in the Transmission Line Construction Specification. 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, in accordance with the provisions of the Contract Documents.

4.9 **TIME IS OF THE ESSENCE FOR EACH AND EVERY PORTION OF THIS CONTRACT.**

4.10 Personnel Risk Assessment. At least fifteen (15) days prior to any on-site activity, Contractor will provide a completed Personnel Risk Assessment Process 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. 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.

4.11 Transmission Line Construction Specification. In addition to the obligations of Contractor in this Section 4, Contractor will perform all responsibilities set forth in the Transmission Line Construction Specification.

5. INSURANCE.

5.1 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:

- 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 will not be less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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). 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 of not less than Three Million Dollars (\$3,000,000) to follow form on the employer's liability, general liability and auto insurance heretofore described in this Article.

GRDA and its respective officers, directors, employees, representatives, and agents will be expressly named as additional insureds on the Excess/Umbrella liability insurance policy with respect to liability arising out of Work and operations performed by or on behalf of Contractor. The Excess/Umbrella 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

5.2 Waiver of Subrogation. Contractor grants to GRDA a waiver of Contractor's rights to subrogation against GRDA. Further, Contractor grants to GRDA a waiver of all rights to subrogation which any insurer of Contractor may acquire against the GRDA by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. Contractor understands and acknowledges that this waiver of subrogation provision applies regardless of whether Contractor has received a waiver of subrogation endorsement from its insurer.

5.3 Certificates of Insurance. Contractor must mail a certificate of all such insurance to the Legal Department, Grand River Dam Authority, 9933 East 16th Street, Tulsa, Oklahoma 74128. 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 that Contractor fails to maintain insurance as provided by this paragraph, Contractor is in default under this Contract.

6. CONTRACT TERM AND TERMINATION.

6.1 Effective Date and Term. The initial term of this Contract shall begin upon the later of the date of execution by both parties or the date of approval by the GRDA Board of Directors and continue for a period of one (1) year. Upon mutual written agreement of the parties, this Agreement may be renewed for up to three (3) additional one-year terms under the same terms and conditions, unless otherwise agreed in writing by the parties prior to renewal.

6.2 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.

6.3 Termination for Cause. If Contractor fails, at any time during the performance of the Project, to provide the necessary crews, tools, and equipment for the performance of the Project, or fails 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.

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

6.5 Backcharges. Without limiting its rights hereunder and in addition to its rights under Section 9.4, if Contractor, by its action or inaction indicates that it is unable or unwilling to proceed with the Work in a reasonable time or if GRDA intends to perform any corrective Work, GRDA may, upon written notice to Contractor, accomplish the Work in question by the most expeditious means available and backcharge Contractor for the costs incurred. Contractor shall pay all direct costs incurred by GRDA to complete such Work, plus a markup of 15% for GRDA's overhead and general and administrative costs. The performance of Work under this Section 6.7 does not relieve Contractor of its obligations under this Contract including, but not limited to, warranty, liquidated damages, and indemnity

7. SUBCONTRACTING.

7.1 No Subcontractors without GRDA Consent. 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.

7.2 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.

7.3 Contractor Remains Liable for Subcontractor Performance, Payment, and Management. Contractor will be fully and principally liable for: (1) all of the acts and omissions of its subcontractors; and (2) 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.

7.4 Subcontractor Inspection. Contractor will inspect and promptly report to GRDA any defects associated with any such subcontracted Work that would render it unsuitable for proper performance under this Contract.

7.5 Contractor's Prompt Payment of Subcontractors. Contractor will promptly pay the Subcontractors the amounts to which they are entitled. Upon GRDA's request, Contractor shall provide GRDA written evidence that Contractor has properly paid each Subcontractors. If Contractor fails to furnish such evidence, then: (i) GRDA may contact any Subcontractor to determine whether the subcontractor has been properly paid; and (ii) GRDA may suspend all payments under the Contract; and (iii) Contractor will be in default of this Contract.

7.6 GRDA Payment of Subcontractors. GRDA has no obligation to pay Subcontractors or ensure that the Subcontractors are properly paid by Contractor. If GRDA determines that a Subcontractor has not received payment for its portion of the Work, then GRDA may, at GRDA's sole discretion, directly pay the Subcontractor the amount that it is owed and may deduct that amount from any future payment to Contractor, or issue a separate invoice to Contractor for the amount paid to the subcontractor, plus a reasonable administrative fee.

8. INDEMNITY AND LIABILITY.

8.1 Indemnity. Contractor will be responsible for any damage or injuries caused by the acts or omissions to act of its officers, employees, or agents. Contractor agrees to hold harmless GRDA of any claims, demands and liabilities resulting from any act or omission on the part of Contractor and/or its officers, employees, or agents arising from or related to the performance of the Contract. This indemnity obligation shall be in addition to the warranty obligations of Contractor.

8.2 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.

8.3 No Special Damages. To the fullest extent allowed by applicable law, in no event will GRDA be liable for any special, indirect, or consequential damages including, without limitation, damages, or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.

8.4 Contractor Representation and Knowledge. Contractor is, or has the opportunity to be, adequately represented by counsel. Contractor has taken all steps to fully inform itself of the current status of Oklahoma law on the issue of limitation of liability, indemnification, and GRDA.

9. WARRANTIES.

9.1 General Warranty. Contractor warrants that the Project, including all equipment and Work to be provided, will conform to all Specifications which are part of the Contract Documents, will be free of defects in workmanship or material, and will be designed for the purposes stated in the Contract Documents for a Warranty Period of one (1) year commencing from the date of the fully executed Certificate of Contract Completion.

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

9.3 Warranty on Corrected Claims. The warranty on the repaired or replaced equipment, or the correction of defective service will be the same as set forth in Section 9.1 above and will endure for one (1) year commencing from the date of repair, replacement and/or rework.

9.4 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.

10. FORCE MAJEURE.

10.1 Force Majeure Excuses Delay. Neither Party will be liable for any failure to perform any obligation or for delay in performance of its obligations under this Contract resulting from or contributed to by any cause that (i) is beyond the control and not due to the fault or negligence of the affected Party or its subcontractors or suppliers (ii) was not reasonably foreseeable, and (iii) could not have been prevented by the affected Party's or its subcontractors' or suppliers' exercise of reasonable diligence ("Force Majeure"). For purposes of the foregoing, events that are beyond the reasonable control of a party include, but are not limited to: any act of God; 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. 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, or typical seasonal weather conditions to the Site. If Contractor's Work on the Project is delayed for a period in excess of ninety (90) days due to a force majeure condition, GRDA may, at its election, and without prejudice to other remedies it

may have, 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.

10.2 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.

11. 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 delivery to the Site. 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.

12. 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.

13. AMENDMENT.

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

14. GRDA NOT LIABLE FOR TAXES.

The prices herein are inclusive of all costs, including any applicable taxes. GRDA will have no liability to Contractor to pay taxes incurred by Contractor.

15. INTELLECTUAL PROPERTY

15.1 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 in order 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.

15.2 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.

16. COMPLIANCE WITH LAWS.

16.1 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 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 that any such fine, penalty, cost, charge, and/or expense is assessed against GRDA, Contractor will indemnify GRDA as provided paragraph 8.1.

16.2 Status Verification System. The Contractor certifies that it and all proposed 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. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

17. ACCESS TO WORK AND RIGHT OF INSPECTION BY GRDA.

GRDA will have reasonable access to the areas where the Work under this Contract is being performed to enable GRDA to observe the Work. Contractor, if requested, will inform GRDA of those tests and procedures which can be witnessed at Contractor's facilities, and the Schedule for those test and procedures. If GRDA wishes to witness a test or procedure, GRDA will notify Contractor of its intent. No rescheduling of tests or delays in manufacturing or shipment will be made to accommodate GRDA's attendance to witness a test or procedure. Contractor will exercise reasonable efforts to secure similar rights with respect to the inspection of the Work at Contractor's premises. Any tests conducted at the Site will be subject to the same rights of GRDA as stated above.

18. ACCOUNTING AND AUDIT RIGHTS.

18.1 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.

18.2 Record Retention and Audits. Contractor will, at all times 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.

19. 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.

20. ENVIRONMENTAL COMPLIANCE.

20.1 Hazardous Waste. Contractor recognizes that the performance of the Work at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the laws of the State of Oklahoma, and the applicable rules or regulations. GRDA will designate an area for hazardous waste storage at the Site where waste containers are to be placed by Contractor. Contractor will, at its expense, furnish containers appropriate for hazardous waste storage and be responsible for the transportation and disposal of such waste. Contractor agrees to store, transport, and dispose of such hazardous waste in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances. GRDA will pre-approve any waste contractor and disposal facility proposed to be utilized by Contractor prior to the waste leaving the Site. Further, Contractor will employ procedures to minimize the generation of hazardous waste during the performance of its Work hereunder. If Contractor generates, stores, transports, or disposes of any hazardous waste, Contractor will provide GRDA with written documentation identifying the type and quantity of all hazardous waste generated, stored, transported, and/or disposed during the performance of the Contract.

20.2 Non-Hazardous Waste. Contractor further recognizes that the performance of the Work at the Site may involve the generation of non-hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the laws of the State of Oklahoma, and the applicable rules or regulations. GRDA will designate an area for non-hazardous waste storage at the Site where waste containers are to be placed by Contractor. Contractor will, at its expense, furnish containers appropriate for non-hazardous waste storage and be responsible for the transportation and disposal of such waste. Contractor agrees to store,

transport, and dispose of such non-hazardous waste in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances. GRDA will pre-approve any waste contractor and disposal facility proposed to be utilized by Contractor prior to the waste leaving the Site. Further, Contractor will employ procedures to minimize the generation of non-hazardous waste during the performance of its Work hereunder.

21. CONFIDENTIALITY.

21.1 Contractor Confidentiality. Contractor agrees to accept and hold drawings, specifications, identified computer software, materials, and information furnished by GRDA in complete confidence, and further agrees not to divulge such to any third party or use the same for its own benefit. Contractor agrees to return all originals and copies of such data and all ancillary information derived therefrom to GRDA promptly upon its request or termination of this Contract, whichever occurs first.

21.2 GRDA Confidentiality. Contractor understands and acknowledges that GRDA is an agency of the State of Oklahoma and is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq.*, and the Oklahoma Open Meetings Act, 25 O.S. § 301, *et seq.* To the extent permitted by applicable law, GRDA will not disclose (except to officers, employees, and contractors of GRDA) information which is specifically designated in writing by Contractor as being proprietary and confidential and actually is recognized as confidential under the Oklahoma Open Meetings Act; provided, general statements (including generally applicable headers or footers) stating that significant amounts of information is proprietary and confidential will be invalid. The provisions of this paragraph will not apply to information, notwithstanding any confidential designation thereof, which (a) is known to GRDA without any restriction as to disclosure or use at the time it is furnished, (b) is or becomes generally available to the public without breach of any agreement, (c) is independently developed as demonstrated by competent evidence, or (d) is received from a third party without limitation or restriction on said third party or GRDA at the time of disclosure. **Contractor understands and acknowledges that GRDA's duties under the Oklahoma Open Records Act, 51 O.S. § 24A.1, *et seq.*, and/or other law applicable to state agencies may require GRDA to disclose information which has been designated by Contractor as proprietary and confidential.**

22. 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.

23. 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 below, or such other address as the party to be notified may have previously designated by written notice to the other:

Designated GRDA Representative:

[Redacted]

Email: [Redacted]

GRDA Procurement Administrator or Designee:

[Redacted]

Email: [Redacted]

Contractor:

[Redacted]

Email: [Redacted]

24. 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.

25. 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.

26. 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.

27. CERTIFICATION REQUIRED BY 21 O.S. § 1289.31.

Contractor certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

28. SAFETY.

28.1 Contractor Responsibility for Safety. Contractor has complete and sole responsibility for safety at the Site during the Project. Contractor must strictly comply with all applicable OSHA standards and regulations. Contractor must cooperate with officials of OSHA and any other federal or state agencies which have authority to enforce the Occupational Safety and Health Act. Contractor must appoint an individual employed in a supervisory position who is responsible for safety at the Site. This individual must be present on the Site while the Work is being performed and must be empowered to take corrective action.

28.2 Contractor 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 Work. 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 Project. 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. Contractor will initiate and maintain all reasonable safety precautions and programs in connection with the performance of the Work in accordance with the safety manual, OSHA regulations, and any permits that are required to be obtained or maintained in connection with the Project. 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 Project 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.

28.3 Emergency or Hazardous Condition. In the event of an emergency or hazardous condition affecting the safety or health of the public or endangering the Site or other property located at the Site, Contractor will take action in an effort to prevent, or to mitigate as much as practicable, such threatened damage, injury, or loss. Upon obtaining knowledge thereof, Contractor will immediately notify GRDA verbally (with written notice to follow within twenty-four (24) hours) of any such emergency or hazardous condition or occurrence of which Contractor becomes aware that in any way affects, or could affect, the safe completion of the Project and the safety of the public. To the extent Contractor is not responsible for such unsafe condition, Contractor shall be entitled to a Change Order for additional costs and expenses of and/or delay resulting from such action that are not included in the Work.

28.4 Suspension of Work Due to Unsafe Condition. Whenever, in the sole opinion of GRDA, Contractor has failed to take sufficient precautions for the safety of the public, the protection of the Site, or the protection of structures or property on or adjacent to the Site, then GRDA, after having given prior notice to Contractor, may: immediately suspend all activities until

safe conditions are reinstated. The suspension of activities will be at the expense of Contractor and no time will be added to the completion of the Project.

28.5 Accidents. Contractor will immediately report verbally to the Designated GRDA Representative (and in writing within 24 hours) the details of any accident that occurs on or about the Site.

The Parties agree to the terms of this Contract.

GRAND RIVER DAM AUTHORITY

By _____
Daniel S. Sullivan, Chief Executive Officer

Date: _____

CONTRACTOR

By _____

Date: _____

Exhibit A

**State of Oklahoma
Grand River Dam Authority**

Certificate of Contract Completion

Project Name	
Contract Number	
Contractor	
Contract Date	
Contract Amount	

CONTRACTOR'S AFFIDAVIT

I DO SOLEMNLY SWEAR AND AFFIRM: That the Work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that all Workmen's Compensation claims are covered by Workmen's Compensation Insurance as required by law; that all public liability claims are adequately covered by insurance; that I, acting for the Contractor, shall save, protect, defend, indemnify, and hold the Grand River Dam Authority harmless from and against all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the Work included under said contract.

Contractor: _____

By: _____

Title: _____

Date: _____

State of _____, County of _____.

Personally appeared before me this _____ day of _____, 20____.

_____, 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: _____

Certificate of Acceptance

THIS IS TO CERTIFY: That the Work under the above described contract has been completed under the terms of the contract; that based on inspection and upon the statements made in the above affidavit, the project is hereby accepted as completed.

FOR GRAND RIVER DAM AUTHORITY

By: _____

Date: _____

Title: _____

Distribution:

- GRDA Legal Department
- GRDA Finance Department
- Responsible GRDA EVP
- Contractor



Exhibit D

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.

Exhibit E

Technical Specifications

Exhibit F

Unit and Task Price Schedule