

Solicitation Cover Page

1. **Solicitation #: RFQ 3771**
2. **Solicitation Issue Date: 12 June 2026**
3. **Brief Description of Requirement:**

The Grand River Dam Authority is seeking responses for Fly Ash Marketing and Removal Services

4. **Response Due Date: 14 July 2026 Time: 2:00 PM CT**
5. **Contracting Officer:**
Name: Eric Pipkin
Phone: 918-824-7576
Email: eric.pipkin@grda.com

1. This is a standard bid. Please scan and email your quote to Eric Pipkin at eric.pipkin@grda.com. The bid opening date for this RFQ is 14 July 2026 at 2:00 PM CT.
2. A Non-Mandatory Site Visit will take place 24 June 2026 at 09:30 AM CST at the TSE (Training Safety Environmental) Building 8142 HWY 412B PO Box 609 Chouteau, Okla. 74337. You will sign in at the South Gate and wait until escorted to the Meeting Building. Please contact Eric Pipkin at eric.pipkin@grda.com to confirm your attendance.
3. Q&A will close 26 June 2026 at 10:00 AM CST.
4. A completed non-collusion certificate is required and must be submitted with your bid.
5. This form must be signed by an authorized representative of your company in the space provided in the lower right hand corner of this form.

6. **MINIMUM SAFETY REQUIREMENTS**

The Grand River Dam Authority (GRDA) will consider the safety records of potential contractors prior to awarding bids on contracts. Any bid submitted must include the following documents: The Bidder shall include the past five (5) years' Occupational Safety and Health Administration (OSHA) 300 and OSHA 300A logs

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

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

- A. Does the Bidder have a written safety program? Yes No
- B. Does the Bidder conduct regular site safety inspections? Yes No
- C. Does the Bidder have an active safety training program? Yes No

If any subcontractors are used, Contractor must obtain advanced GRDA approval in writing. Prior to such approval, all subcontractors may be required to submit the documents defined in the Minimum Safety Requirements section of this document.

7. 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. Evaluation criteria will include, but not limited to, and in no order of preference:
 - a. Evaluated Price
 - b. Previous Experience
 - c. Conformance to Commercial Terms



GRAND RIVER DAM AUTHORITY

RFQ-3771

Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.

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

BLANKET AGREEMENT PERIOD

The blanket agreement is for a 12 month period, commencing 12 August 2026 or date of award, whichever is later and ending 11 August 2027. The blanket agreement may be renewed at the same terms and conditions for up to 4 one-year option periods unless canceled by either party.

BLANKET AGREEMENT TYPE AND PRICING

This is a firm, fixed price or fixed percent discount, indefinite delivery and indefinite quantity blanket agreement. The GRDA may, or may not, buy the quantity mentioned in this blanket agreement. Any reference to quantity provided in the blanket agreement is an estimate only, and shall not serve to obligate the GRDA to purchase any minimum quantity, nor shall any such reference serve to establish any maximum quantity that the vendor is required to furnish. The vendor must clear all shipments, if applicable, with the GRDA prior to shipping any portion of this blanket agreement.

Pricing as submitted shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses.

All travel expenses to be incurred by the vendor in performance of the blanket agreement shall be included in the total bid price.

The contract total is an estimate and not guaranteed. The vendor will only be reimbursed for actual time worked, materials purchased, and expenses incurred. These costs must be itemized on the invoice. Supporting documentation that matches the amounts identified on the invoice must be submitted.

CANCELLATION

Termination. GRDA may terminate this Contract at any time and for any reason by providing notice in writing to Contractor.

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



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)

Preference may be given to vendors that accept EPay as method of payment if analysis estimates that such appears to result in a lower cost to GRDA. Additional payment terms may also be taken into consideration in the analysis process.

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 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.

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.





GRDA Request for ACH Transaction and Authorization Form

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

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

Vendor Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____

Send EFT Email Remittance Advice Yes No

If yes, please include email address: _____

ACH Delivery:

Bank Routing Number: _____

Account Number: _____

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Beneficiary Name: _____

Vendor verification signature: _____

Thank you for your business!

Sincerely,

Accounts Payable Department
Accounts.payable@grda.com

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

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

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





REQUEST FOR QUOTE # PCRFQC-003771

RFQ # PCRFQC-003771

Q&A Deadline: 6/26/2026 2:00 PM
Closing Date and Time: 7/14/2026 2:00 PM

VENDOR INFO:

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

REPLY TO:
Eric Pipkin
8624 HWY 412 B PO Box 669
Chouteau, OK 74337
USA

PHONE: (918) 824-7576
FAX:
EMAIL: Eric.Pipkin@grda.com

NOTES:

LINE ITEM NUMBER	DESCRIPTION	COMMODITY CODE	QUANTITY	UNIT	UNIT PRICE	LINE COST	LEAD TIME
	Fly Ash Marketing Services		1.00	Ea			

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

SHIP TO:
GREC
8142 Hwy 412B
Chouteau, OK 74337
USA

PAYMENT TERMS: _____
 QUOTE EXPIRATION DATE: _____
 QUOTATION NUMBER: _____
 QUOTED BY (please print): _____
 COMPANY NAME: _____
 SIGNATURE: _____
 DATE OF QUOTE: _____

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



CERTIFICATE OF NON-COLLUSION AND BUSINESS 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 further 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)

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

SPECIFICATIONS FOR FLY ASH MARKETING AND REMOVAL FROM SITE SERVICES

June 2026

Grand River Energy Center Unit 2



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1.0 GENERAL REQUEST FOR QUOTE (RFQ) INFORMATION

1.1 FACILITY INFORMATION

The Grand River Energy Center (GREC) is a large multi-unit electric power generating facility located at 8142 Highway 412B, Chouteau, Oklahoma (approximately 3 miles east of Chouteau, in Mayes County). The facility has a Coal Combustion Residual (CCR) landfill that is permitted by the ODEQ as a Non-Hazardous Industrial Waste (NHIW) Landfill that is allowed to accept fly ash, bottom ash, and spent powdered activated carbon used to control flume gas emissions generated by its coal unit at the GREC. The GRDA Landfill is situated south of the operational area within the GREC complex.

The services requested are for vendor to be responsible for marketing and removal of the coal ash of Unit 2. GRDA Unit 2 is a Foster Wheeler opposed wall fired boiler. It is rated at 520 megawatts (MW). Unit 2 was designed to burn sub-bituminous (Wyoming) coal. The existing flue gas desulfurization (FGD) air quality control system consists of a spray dryer absorber (SDA), using lime, followed by a pulse jet fabric filter baghouse (PJFF). Also, Unit 2 is equipped with a powdered activated carbon (PAC) injection system upstream of the existing SDA/PJFF for mercury control. The PAC system was commissioned in 2016 for mercury control.

1.2 BID PROCEDURES, REQUIREMENTS, and EVALUATION

- The RFQ shall be filled electronically.
- Only firm bids will be considered.
- Contract Award shall be based on “Best Value” Criteria, including:
 - Conformance to technical specifications
 - Evaluated price
 - Demonstration of project expertise
 - Conformance to commercial terms
 - Overall value to GRDA
 - Safety and Performance record
 - Relative risk associated with the Bidder
- The Purchaser reserves the right to determine which bid is the “best value” and to award the contract on this basis or to reject any or all bids.
- The Purchaser reserves the right to determine whether a Bidder is qualified and responsible and whether the Proposal submitted is responsive.

- Bids containing defects, irregularities, or informalities shall be subject to rejection at the discretion of the Purchaser.
- Proposal may be considered non responsive if it places qualifications or conditions in the Request for Proposal different from those required herein.
- 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.
- Only those bids will be considered which are offered by Bidders who can show evidence of the satisfactory completion of work of type and size comparable to the work covered by these Request for Proposal documents.
 - A list of such work shall be entered in the appropriate space in Table 3-1 or attached.
- The Contractor's qualification will be based upon:
 - General reputation and performance capabilities of bidder.
 - Proven performance of service offered with utilities that have similar equipment as GRDA.
 - Bidder's previous performance with GRDA with other or same product.
 - Customer service.
 - Responsiveness in the event of an emergency.

1.3 CONTRACT TERM

The initial contract term shall be for one (1) year with the option to renew the contract for up to four additional one (1) year renewals with same contract terms.

2.0 SCOPE OF WORK

2.1 GENERAL SCOPE DETAILS

The purpose of this RFQ is to provide for the furnishing and delivery of services, equipment and materials required to complete the project, as set forth herein. The successful Bidder will be required to furnish and deliver equipment, material and/or service complying fully with the requirements of the RFQ.

The Scope of work shall include the following services:

- Except as otherwise specifically provided, GRDA will allow Buyer to have the exclusive right to remove and market coal ash from the Site.

Provided, GRDA reserves the right to possess, dispose of, transport, deliver and/or otherwise use a certain portion of the coal ash ("GRDA Ash Reserve"), for GRDA's use and purposes, including, but not limited to, for the benefit of other agencies of the State of Oklahoma. GRDA may nominate the amount of coal ash that will be used as GRDA Ash Reserve by delivering notice to Buyer. In the event that GRDA nominates coal ash as GRDA Ash Reserve, Buyer will not remove or market the coal ash that has been so nominated.

- Upon request by GRDA, buyer will provide offsite disposal for all fly ash produced at the GREC and not marketed and sold by the Buyer
 - Buyer shall provide option pricing for this service on a \$/ton basis.
- GRDA will furnish and maintain the access, ingress and egress roads over the Site which are necessary for the performance of this Contract by Buyer. Buyer shall restrict its activity on GRDA's premises exclusively to these designated roads.
- The supplier shall adhere to the Fugitive Dust Plan included in Attachment A.
- Buyer agrees to provide, at Buyer's risk, cost and expense, all trucks and vehicles necessary to remove the coal ash from the coal ash storage silos located on the Site, and to remove and transport the coal ash away from the Site. GRDA will supply the personnel to load and weigh the coal ash as it is originally loaded onto Buyer's trucks.
- Buyer must perform all loading, weighing, removing and transporting of the coal ash in an environmentally sound manner, and will not release coal ash into the environment. This includes the use of trucks with loading chutes and tarps and/or enclosed rail cars designed for hauling dry materials such as coal ash. Buyer shall keep accurate records showing all sites on which the coal ash is used, the purposes for which it is used, the amount of coal ash shipped to each work site, based on weight as determined by GRDA, and the amount received at each site. These records shall, upon reasonable notice, be made available to GRDA and State of Oklahoma regulatory authorities.
- Title and risk of loss to the coal ash shall pass to Buyer as the coal ash passes the release valve at the silo, subject only to the royalty interest retained by GRDA.
- Buyer agrees that Buyer is solely responsible for the coal ash from and after the time it is loaded in trucks. Buyer shall indemnify and hold GRDA harmless from and against all claims, demands, and/or causes of action of any type, and of any nature, caused by arising from or related to Buyer's marketing, using, transporting, removing, storing, selling and/or handling of coal ash.

- GRDA EXPRESSLY DOES NOT GUARANTEE THE QUALITY OF ITS COAL ASH FOR ANY PURPOSE, NOR DOES IT WARRANT THE USE OF ITS COAL ASH FOR ANY USE FOR A PARTICULAR PURPOSE, NOR DOES IT WARRANT THAT ITS COAL ASH IS MARKETABLE OR SALEABLE TO THIRD PARTIES. GRDA DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE ASH FOR ANY PARTICULAR USE OR PURPOSE. BUYER IS SOLELY RESPONSIBLE FOR ANY STATEMENTS BUYER MAKES, WHETHER EXPRESS OR IMPLIED, TO OTHER PARTIES AND PERTAINING TO THE COAL ASH'S FITNESS FOR ANY USE OF ANY KIND WHATSOEVER, AND BUYER SHALL PROVIDE EACH OF BUYER'S COUNTERPARTIES WITH A WRITTEN COPY OF THIS DISCLAIMER.

- To the extent feasible, GRDA agrees to notify Buyer in advance of any significant planned changes pertaining to the: (1) source of coal supply; (2) schedule of maintenance to GREC; or (3) other significant outages. GRDA will deliver such notice, to the extent feasible, as soon as it is practical to do so.

- Buyer is an expert at marketing coal ash and shall use its expertise during the term of this Contract to maximize the sale of coal ash. Buyer shall use its expertise to market and sell coal ash and landfill disposal will be accepted only to meet contract disposal time criteria.

2.2 ASH REMOVAL CRITERIA

At the request of GRDA, Buyer will remove the coal ash from the Site to a landfill approved by GREC, per the offsite disposal \$/ton rate provided in Buyer's bid proposal. The removal of the product shall be scheduled such that GREC at all times has one (1) silo out of four (4) empty. The capacity of each silo is three thousand (3,000) tons.

Buyer recognizes that the regular and orderly removal of coal ash from the coal ash silos is necessary to prevent impairment to the operation of the GREC.

2.3 HISTORICAL CAPACITY FACTOR OF UNIT 2

The production of ash for Unit 2 is dependent on energy markets for coal based electricity which competes with low priced natural gas and renewable resources. Given the volatility of all such markets, accurate forecasts are not practical. However, below is a table with historical capacity factors, fly ash generated and fly ash taken offsite for beneficial reuse from 2021-2026. Sourced coal is from the Rawhide Mine in the Powder River Basin of Wyoming, and the coal supplier may substitute similar PRB coals with approval. The ash content of coal varies between 5 and 7 percent, and averages 6 percent.

Table 2-1 Historical Unit 2 Capacity Factors, Fly Ash Generated and Fly Ash Taken Offsite from 2021-2026

PARAMETER	2021	2022	2023	2024	2025	2026 ¹
Fly Ash Generated (Tons/year) ²	49,941	55,596	32,093	26,861	60,636	8,392
Fly Ash Taken offsite for Beneficial Re-use (Tons/year) ³	0	797	0	2,688	116	768

Footnotes:

¹ As of 5/1/2026

² Fly Ash Generated does not include Fly Ash Generated and used for Beneficial Re-use

³ Tons used for Beneficial Re-use *in addition to* Fly Ash Generated

2.4 FLY ASH PICK UP REQUIREMENTS

The Contractor shall be responsible for the fly ash pick up from the plant.

- Deliveries shall be scheduled by the Purchaser. Additional requirements are as follows:
 - Trucks for fly ash pick up to by Contractor shall arrive at the Grand River Energy Center, address: 8142 Hwy 412B, Chouteau, OK 74337-0609.
 - The Contractor shall at all times utilize proper transport equipment required by OSHA and the Oklahoma Department of Transportation for transporting the fly ash specified herein.
 - Upon arrival, driver must use the existing plant truck scales to weigh empty upon entering the plant and to weight loaded upon exiting the plant. The difference in weights shall be the basis for invoicing. If for any reason Purchaser's truck scales are out of service, the driver must provide a weight certificate prepared by a company that provides certified truck weighing for loaded and empty weights for each truck.
 - Fly Ash pick up will be accepted at the plant site five (5) days per week, Monday through Friday, between the hours of 6:00 a.m. and 2:30 p.m. local time.

2.5 FLY ASH AVAILABLE QUANTITIES

The quantity available to pick up will be variable and as directed by GRDA. No quantity or frequency of delivery is guaranteed and the Contractor shall provide pricing based on a non-guaranteed and non-exclusive basis.

2.6 FLY ASH ANALYSIS

A fly ash analysis is provided in Attachment B. Variability is not expected to be significant; however, this is not guaranteed. It shall be the vendors reasonability to perform the necessary ongoing testing to qualify the product specifications to their end user.

3.0 PROPOSAL SUBMITTALS

3.1 SUPPLIER REQUIREMENTS

The Supplier shall demonstrate in their proposal a high level of experience and complete competency in marketing fly ash for coal combusting Electric Utility Steam Generating Units (EGU) in the United States. The demonstrated experience and competency must be on similar type of fly ash as GRDA's. This would entail a facility with an FGD/PJFF and PAC system.

The proposal shall include:

- Applicable Experience (Refer to Table 3-1)
- Demonstrated Ash Market Performance Metrics
- Bid Itemized Pricing (Refer to Table 3-2)
- Safety Records

3.2 LIST OF APPLICABLE EXPERIENCE (Refer to Table 3-1)

- Bidder shall have a minimum of five (5) years successful experience in providing fly ash marketing services for coal fired utilities.
- Bidder shall submit three (3) power plants (along with contact personnel/phone numbers) meeting this requirement for which Bidder is currently providing these services.

3.3 DEMONSTRATED ASH MARKET PERFORMANCE METRICS

The Bidder shall provide ash market performance metrics (market sales vs landfill percentages from other plants, etc.) that demonstrate the

Bidder's ability and competency is marking fly ash for coal combusting EGU's.

3.4 BID ITEMIZED PRICING

Itemized bid pricing is based on the following:

- **(Value provided by Buyer)** percent Buyer agrees to pay GRDA of all revenue generated from the sale of GREC coal ash FOB GREC
 - GRDA's revenue share shall be paid within forty (40) days from the date the fly ash was taken out of GREC.
 - The Buyer shall submit to GRDA a summary sheet containing Buyer's invoice numbers, tons shipped, shipment dates, and total revenue generated. From this summary sheet, Buyer shall calculate GRDA's percent revenue share.
- **All-inclusive** landsite disposal cost (per ton) for all GREC ash produced but not marketed and sold by Buyer

Table 3-1 List of Applicable Experience

PROJECT NAME	LOCATION	YEAR OF CONTRACT AWARD	CONTRACT VALUE	DESCRIPTION OF WORK SCOPE	REVENUE FROM FLY ASH SALES	FLY ASH VOLUME (TONS/YEAR)	CONTACT NAME, PHONE NUMBER AND EMAIL

Table 3-2 Bid Itemized Pricing

ITEMS	VALUE	NOTES
Buyer agrees to pay GRDA the following percent of all revenue generated from the sale of GREC coal ash FOB GREC (%)		
Offsite landfill cost (per ton), all inclusive		
Landfill Address		

Appendix A.
Coal Combustion Residual (CCR) Fugitive Dust Control Plan

**COAL COMBUSTION RESIDUAL (CCR)
FUGITIVE DUST CONTROL PLAN**

for

GRAND RIVER ENERGY CENTER (GREC)
Chouteau, Oklahoma

GRAND RIVER DAM AUTHORITY
March 2026

**COAL COMBUSTION RESIDUAL (CCR)
FUGITIVE DUST CONTROL PLAN
FOR
GRAND RIVER ENERGY CENTER
CHOUTEAU, OKLAHOMA**

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1.0 GENERAL INFORMATION

- 1.1 Name of Facility:** Grand River Energy Center (GREC)
Grand River Dam Authority (GRDA)
- 1.2 Type of Facility:** Coal and Natural Gas Fueled Electric Generating Station
- 1.3 Location of Facility:** 3 Miles East of Chouteau, Oklahoma
on State Highway 412 (See Figure 1.3.1)
- 1.4 Name and Address of Owner or Operator**
- Name** Grand River Energy Center – Grand River Dam Authority
Address P.O. Box 609, 8142 Highway 412B, Chouteau, Oklahoma 74337
Telephone No. (918) 824-1074
- 1.5 The GREC Environmental and Operations Managers are the designated entities accountable for CCR Fugitive Dust Control Plan at the facility.**
-

2.0 MANAGEMENT APPROVAL

I have reviewed this CCR Fugitive Dust Control Plan. I hereby direct that this Plan be implemented as described herein.

Signature: 
Name: Robert Ladd
Title: Vice President Generation Operations

3.0 CERTIFICATION (OAC 252:517-13-1 (b)(7))

I certify I am familiar with the Grand River Energy Center and hereby attest this CCR Fugitive Dust Control Plan meets the requirements for control of fugitive dust coal combustion residue (CCR) and described in OAC 252:517-13- (b)(7).


Printed Name of Registered Professional Engineer



Signature



Figure 1.3.1
Location Map-Taken 2024



4.0 **CCR FUGITIVE DUST CONTROL MEASURES** **(OAC 252:517-13-1 (b)(1))**

4.1 **GENERAL DESCRIPTION OF CCR FACILITY**

The Grand River Energy Center (GREC) is located three (3) miles east of Chouteau, Oklahoma on Highway 412. There are two coal fired boilers at GREC, and these are referred to as Unit 1 and Unit 2. As of July 2017, Unit 1 is no longer permitted to burn coal. Unit 2 produces Coal Combustion Residue (CCR). Most CCR from the facility is sold for beneficial purposes.

The primary CCR produced is called flyash, and flyash from each boiler is collected and then transported to the ash storage silos (illustrated in Figure 4.1) using pneumatic piping.

The secondary CCR produced is called bottom ash, and bottom ash is initially collected at the bottom of each boiler. Bottom ash has a granular and gravel texture and is dampened with water during collection. Fugitive dust is therefore inherently minimized.

Flyash CCR from the Unit 2 boiler is collected after a sulfur dioxide scrubber, and is also sold for beneficial purposes, but not concrete because of the scrubber process. Flyash that is not sold for beneficial purposes is transported to an on-site permitted landfill, illustrated in Figure 1.3.1. Flyash from Unit 2 that needs to be transported to the landfill is conveyed downward from the storage silos to Pin & Paddle Mixers (illustrated in Figure 4.2), which mix water with the flyash CCR to produce Conditioned CCR for fugitive dust control. This Conditioned CCR is loaded into trucks inside a contained loading zone beneath the storage silos. The trucks then transport the Conditioned CCR to the permitted on-site landfill.

Enclosed trucks transporting CCR off-site follow page 3 of 3 of Procedure No. 004-011 for Fugitive Dust Control, which is attached to this Plan in Section 10. Off-site enclosed trucks are rinsed with water as necessary at the Truck Wash Station illustrated in Figure 4.6.

4.2 **MEASURES IN PLACE AT GREC**

The Grand River Dam Authority GREC facility utilizes the following CCR Fugitive Dust Control measures:

- **Locating CCR inside an enclosure or partial enclosure**
An appropriate partial enclosure is located underneath the ash storage silos, as illustrated in Figure 4.1. Pin and Paddle Mixers for mixing in water and thus producing Conditioned CCR are located above the partial enclosure as illustrated in Figures 4.2, 4.3, and 4.4.
- **Operating a water spray or fogging system**

An appropriate water spray system is located at the entrance to the partial enclosure beneath the ash silos, as illustrated in Figure 4.5. A water truck is used to produce wide-pattern water sprays for Fugitive Dust Control on roads and landfill operations, as illustrated in Figure 4.7.

- **Reducing fall distances at material drop points**
Appropriate loading chutes are utilized for loading trucks as illustrated in Figures 4.8 and 4.9. Dry CCR for off-site sale is loaded in covered trucks using a telescoping chute, equipped with vacuum system and baghouse. An extended loading chute with a flexible panel is used for loading conditioned Ash from Pin & Paddle Mixers.
- **Using wind barriers, compaction, or vegetative covers**
The CCR landfill has sloped sides that have a vegetative cover on the south and west sides, and is appropriate for the prevailing wind direction, as illustrated in Figure 4.10.
- **Establishing and enforcing reduced vehicle speed limits**
The site speed limit is limited to 15 mph as illustrated in Figure 4.11.
- **Paving and sweeping roads**
Site roads are generally paved, and periodically washed with a water truck, as illustrated in Figure 4.7.
- **Covered trucks transporting CCR**
Trucks are used for transporting Conditioned CCR to the ash landfill, and water is applied in the Pin & Paddle Mixers to reduce fugitive dust, as illustrated in Figures 4.2, 4.3, and 4.4.
- **Reducing or halting operations during high wind events**
Operation personnel are instructed to curtail ash landfill operations during extreme high wind events.
- **Applying daily cover**
A water truck is used to minimize fugitive dust, as illustrated in Figure 4.7, and application of a daily cover is not needed for the circumstances.
- **Applying cover according to closure and post closure plan**
The completed landfill is covered with layers of clay and topsoil per the landfill requirements, as illustrated in Figure 4.10.



Figure 4.1
Ash Storage Silos with Partially Enclosed Truck Loading Bay



Figure 4.2
Pin & Paddle Mixer
(Preparation of Conditioned CCR)



Figure 4.3
Control Panel for Pin & Paddle Mixer
(Preparation of Conditioned CCR)



Figure 4.4
Interior of Pin & Paddle Mixer for Fugitive Dust Control
(Preparation of Conditioned CCR)



Figure 4.5
Spray Nozzle for Water Mist Curtain for Fugitive Dust Control at Ash Storage Silo Truck Loading Bay



Figure 4.6
Truck Wash Station for Fugitive Dust Control



Figure 4.7
Typical Water Truck for Fugitive Dust Control; 7,000-gallon capacity



Figure 4.8
Typical Loading Spout in Truck Loading Bay at Ash Silos; Equipped with vacuum system and baghouse for Fugitive Dust Control



Figure 4.9
Truck Loading Spout for Pin & Paddle Mixer
Discharge, extended for Fugitive Dust Control



Figure 4.10
View of Vegetative Cover on West Sloped
Side of Ash Landfill



Figure 4.11
Example of posted 15 mph speed limit, with ash storage
silos in background

5.0 EMPLACEMENT OF CCR AS CONDITIONED CCR
(OAC 252:517-13-1 (b)(2))

5.1 DESCRIPTION

Emplacing CCR as conditioned CCR means wetting CCR with water to a moisture content that will prevent wind dispersal but will not result in free liquids.

In lieu of water, a chemical dust suppression agent can be used.

5.2 METHODS UTILIZED AT GREC

During weekly inspections of the ash landfill, inspections for freestanding water on landfill ash are made and corrective measures are taken if such is observed.

Conditioned CCR is produced with Pin & Paddle Mixers as described in Section 4.0, illustrated in Figures 4.2, 4.3, and 4.4, and using truck water sprays as illustrated in Figure 4.7. Water is added in sufficient quantities to minimize fugitive dust and does not result in free standing liquids at the ash landfill.

6.0 PROCEDURES TO LOG CITIZEN COMPLAINTS
(OAC 252:517-13-1 (b)(3))

6.1 DESCRIPTION

Any citizen complaint received by GREC involving a CCR fugitive dust event will be evaluated immediately by GREC management. The Complaint Log is maintained to track complaints and record any remedy or action taken to avoid future occurrence.

6.2 CITIZEN COMPLAINT LOG PROCEDURE

- Complaints are forwarded immediately to the Vice President Generation Operations or his designee and will be evaluated as a top priority.
- The Vice President Generation Operations will enter the complaint information in the CCR Fugitive Dust Control Plan Complaint Log.
- The complaint information will be forwarded to the Assistant Manager Operations, Senior Manager O&M, and to the Manager of Environmental Compliance.
- When a complaint is resolved, the Complaint Log will be updated with remedy information or action taken to avoid future occurrences.

6.3 CITIZEN COMPLAINT LOG

COMPLAINT DETAILS:	
Received Date/Time:	Date/Time of Occurrence:
Complainant Contact Information:	
Description:	
Received By:	Assigned To:
ACTION TAKEN:	
Description:	

COMPLAINT DETAILS:	
Received Date/Time:	Date/Time of Occurrence:
Complainant Contact Information:	
Description:	
Received By:	Assigned To:
ACTION TAKEN:	
Description:	

COMPLAINT DETAILS:	
Received Date/Time:	Date/Time of Occurrence:
Complainant Contact Information:	
Description:	
Received By:	Assigned To:
ACTION TAKEN:	
Description:	

7.0 **ASSESSMENT OF THE EFFECTIVENESS OF THE CONTROL PLAN**
(OAC 252:517-13-1 (b)(4))

7.1 **DESCRIPTION**

Appropriate GREC management staff will perform an annual assessment.

This assessment will include:

- Review of the CCR Fugitive Dust Control Plan
- Review of the weekly CCR Landfill Inspections
- Review of the most recent Annual CCR Landfill Inspection performed by a Professional Engineer
- Review of the most recent Annual Ash Production Report
- Review of the most recent Financial Assurance Cost Estimates
- Discussion of the condition of the facilities and equipment required to implement the CCR Fugitive Dust Control Plan

GRDA will amend the written plan whenever there is a change in conditions that would substantially affect the written plan in effect, such as the construction and operation of a new CCR unit (as indicated in **(OAC 252:517-13-1 (b)(4))**). If the change is editorial in nature only a mark-up of the change will be made without a Professional Engineer certification. If updates are made, they will be recorded in the Amendment log in Section 9.2 of this plan.

8.0 CCR LANDFILL WEEKLY INSPECTIONS
(40 CFR 257.84)

Incorporated into this CCR Fugitive Dust Control Plan are weekly inspections of the on-site CCR landfill. The primary purpose of the inspection is a safety inspection to examine for any appearance of actual or potential structural weaknesses that have the potential to affect the safety of the landfill. Items to inspect for include are surface cracks both transverse or longitudinal; slides, sinkholes, or depressions; missing vegetative cover; vegetation larger than two (2) inches in diameter; accumulated liquid; and surface discoloration indicating ash discharge from the landfill. The Vice President Generation Operations will appoint a qualified person to perform this weekly inspection, who is familiar with these inspection issues, and who has the authority to initiate prompt corrective actions.

During the weekly inspection, the designated inspector will also observe for excessive fugitive dust, and proper operations to minimize fugitive dust. Corrective measures will be initiated and implemented promptly.

The weekly inspection report will be sent to the Environmental Compliance Department and retained for a period of five (5) years. Note these weekly reports will be reviewed during formal annual assessments that will be performed by a qualified Professional Engineer.

9.0 AMENDMENTS TO THE PLAN
(OAC 252:517-13-1 (b)(6))

9.1 DESCRIPTION

This plan is reviewed annually. When updates are made, they shall be logged in the Amendment Log with the date of Amendment, along with a description of the plan change.

9.2 AMENDMENT LOG

Updated information provided below:

October 2017	Minimal administrative changes – updated names/titles
January 2019	Minimal administrative changes – updated names/titles. Updated information regarding Unit 1, updated site map.
February 2019	Minimal administrative changes – updated names/titles.
December 2019	Minimal administrative changes – updated names/title
December 13, 2020	No changes
April 2022	Administrative changes updated names/titles, pictures
March 2024	Minimal administrative changes - updated dates, landfill picture. Re-stamped the plan.
March 2025	Minimal Administrative changes – updated verbiage, names/titles
March 2026	Minimal administrative changes – updated dates, verbiage, landfill picture. Re-stamped the plan.

10.0 ATTACHMENTS

Plan Attachments are as follows:

- Procedure No. 004-011, Ash Transport Trucking
- Weekly CCR Landfill Inspection Form

GRAND RIVER DAM AUTHORITY COAL FIRED GENERATING COMPLEX COAL HANDLING DEPARTMENT PROCEDURES	PROCEDURE No.: 004-011	DATE ORIGINALLY EFFECTIVE: 4/20/09
TITLE: ASH TRANSPORT TRUCKING	REVISION No.: One	PAGE No.: 3 of 3

4.0 INSTRUCTIONS

- 4.1 All OTR inbound ash haul trucks are required to check in at truck scales and confirm empty truck weight.
- 4.2 All ash haul trucks (both fly ash and bottom ash) will be loaded only by GRDA personnel or unless otherwise directed by GRDA.
- 4.3 All drivers are responsible to assure the load is properly secured for transport within or off GRDA plantsite in a manner which is environmentally sound to prevent indiscriminate release of the product. Items of concern are, but not limited to:
 - Closing of tank hatches**
 - Proper securing of tarps**
 - Watering of tarped product (when required due to unsealed tarp design)**
 - Rinsing any spilled ash from transport truck**
 - Watering and securing of tailgates**
 - Observing safe vehicle speeds**
- 4.4 All OTR outbound transport trucks are required to check out at the truck scales and confirm loaded truck weight.
- 4.5 Positively no transport trucks are allowed within the ash basin area without prior GRDA authorization and only at the direction of GRDA personnel.
- 4.6 Proper precautions must be adhered to by all drivers to in order to prevent spilling of ash load contents. Any on site spillage must be immediately reported by transport truck driver to GRDA scale house or GRDA operations personnel.



Week 53 - December 30th – January 5th

Weekly CCR Landfill Inspection Form

<p align="center">Inspection for Structural Weakness on GREC CCR Landfill: <i>The inspector shall inspect for: surface cracks both transverse or longitudinal; slides, sinkholes, or depressions; missing vegetative cover; animal burrows; vegetation larger than two (2) inches in diameter; accumulated liquid; and surface discoloration indicating ash discharge from the landfill.</i></p>
<p><u>Inspection Findings:</u></p>
<p><u>Action Taken:</u></p>

<p align="center">Inspection for Excessive Fugitive Dust and Proper Operations to Minimize Fugitive Dust:</p>
<p><u>Inspection Findings:</u></p>
<p><u>Action Taken:</u></p>

Inspected by: _____

Date of Inspection: _____

Signed: _____

Reviewed By: _____

Appendix B. Fly Ash Analysis

Green Country Testing, Inc.
6825 E 38th Street
Tulsa, OK 74145
TEL: 918-828-9977 FAX: 918-828-7756
Website: www.greencountrytesting.com



June 11, 2026

Zack Hammock
GRDA - GREC
PO Box 669
Chouteau, OK 74337
TEL: (918) 824-1074
FAX (918) 825-7791

RE: Fly Ash

Order No.: 2606141

Dear Zack Hammock:

Green Country Testing, Inc. received 1 sample(s) on 6/5/2026 for the analyses presented in the following report.

In accordance with your instructions, Green Country Testing conducted the analysis shown on the following pages on samples submitted by your company. The results relate only to the items tested. Unless otherwise noted, all analysis were conducted using EPA approved methodologies. Test reports meet all the NELAC requirements. All relevant sampling information is on the attached chain-of-custody form. The initials SUB as the analyst designate any testing sub-contracted by Green Country Testing.

Certifications/Accreditation: OK - 7604; 9953 - AR - ADEQ - KS - E-10232

A scope of Certified/Accredited parameters is available upon request. If you have any questions regarding these tests results, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Duzan", with a stylized flourish at the end.

Brian Duzan
Laboratory Director

CC:
Brandon Graham

Green Country Testing, Inc.
 6825 E 38th Street
 Tulsa, OK 74145
 TEL: 918-828-9977 FAX: 918-828-7756
 Website: www.greencountrytesting.com



Analytical Report

(wastewater)

WO#: 2606141

Date Reported: 6/11/2026

CLIENT: GRDA - GREC

Collection Date: 6/5/2026 9:00:00 AM

Project: Fly Ash

Lab ID: 2606141-001

Matrix: SOLID

Client Sample ID Fly Ash

Sample Location:

Analyses	Result	RL	Qual	Units	DF	PL	Date Analyzed
MERCURY IN SOIL					SW7471B		Analyst: KR
Mercury	1.39	0.0500		mg/Kg	2		6/11/2026 1:45:00 PM
METALS IN SOIL BY ICP					SW6010B	3050B	Analyst: KR
Aluminum	38,000	123		mg/Kg	10		6/8/2026 9:56:44 PM
Antimony	0.642	0.375		mg/Kg	10		6/8/2026 9:56:44 PM
Arsenic	16.3	4.94		mg/Kg	10		6/8/2026 9:56:44 PM
Barium	337	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Beryllium	2.08	0.247		mg/Kg	10		6/8/2026 9:56:44 PM
Cadmium	0.634	0.247		mg/Kg	10		6/8/2026 9:56:44 PM
Chromium	39.2	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Cobalt	12.5	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Copper	92.9	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Lead	12.7	1.23		mg/Kg	10		6/8/2026 9:56:44 PM
Manganese	242	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Molybdenum	5.11	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Nickel	27.4	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Selenium	10.2	4.94		mg/Kg	10		6/8/2026 9:56:44 PM
Silver	< 0.0494	0.0494		mg/Kg	10		6/8/2026 9:56:44 PM
Thallium	< 0.247	0.247		mg/Kg	10		6/8/2026 9:56:44 PM
Vanadium	135	2.47		mg/Kg	10		6/8/2026 9:56:44 PM
Zinc	47.7	2.47		mg/Kg	10		6/8/2026 9:56:44 PM

Qualifiers: H Holding times for preparation or analysis exceeded M Manual Integration used to determine area response
 ND Not Detected at the Reporting Limit PL Permit Limit
 RL Reporting Detection Limit W Sample container temperature is out of limit as specified at testcode



QC SUMMARY REPORT

WO#: 2606141
 11-Jun-26

Client: GRDA - GREC
Project: Fly Ash

TestNo: SW6010B

Sample ID	MB-24622	SampType:	MBLK	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489		
Client ID:	PBS	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917232		
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aluminum		< 1.19		1.19									
Antimony		< 0.362		0.362									
Arsenic		< 0.476		0.476									
Barium		< 0.238		0.238									
Beryllium		< 0.238		0.238									
Cadmium		< 0.238		0.238									
Chromium		< 0.238		0.238									
Cobalt		< 0.238		0.238									
Copper		< 0.238		0.238									
Lead		< 0.119		0.119									
Manganese		< 0.238		0.238									
Molybdenum		< 0.238		0.238									
Nickel		< 0.238		0.238									
Selenium		< 0.476		0.476									
Silver		< 0.0476		0.0476									
Thallium		< 0.238		0.238									
Vanadium		< 0.238		0.238									
Zinc		< 0.238		0.238									

Sample ID	LCS-24622	SampType:	LCS	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489		
Client ID:	LCSS	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917233		
Analyte		Result		PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aluminum		48.1		1.24	49.41	0	97.4	80	120				

Qualifiers: H Holding times for preparation or analysis exceeded M Manual Integration used to determine area response ND Not Detected at the Reporting Limit
 PL Permit Limit RL Reporting Detection Limit S Spike Recovery outside accepted recovery limits
 W Sample container temperature is out of limit as specified at testcode



QC SUMMARY REPORT

WO#: 2606141
 11-Jun-26

Client: GRDA - GREC
Project: Fly Ash

TestNo: SW6010B

Sample ID	LCS-24622	SampType:	LCS	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489
Client ID:	LCSS	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917233
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Antimony	45.5	0.375	49.41	0	92.1	80	120				
Arsenic	45.1	0.494	49.41	0	91.2	80	120				
Barium	45.4	0.247	49.41	0	91.8	80	120				
Beryllium	45.2	0.247	49.41	0	91.4	80	120				
Cadmium	45.9	0.247	49.41	0	93.0	80	120				
Chromium	45.7	0.247	49.41	0	92.4	80	120				
Cobalt	46.1	0.247	49.41	0	93.4	80	120				
Copper	46.0	0.247	49.41	0	93.1	80	120				
Lead	46.8	0.124	49.41	0	94.8	80	120				
Manganese	47.7	0.247	49.41	0	96.4	80	120				
Molybdenum	46.4	0.247	49.41	0	94.0	80	120				
Nickel	45.7	0.247	49.41	0	92.4	80	120				
Selenium	43.3	0.494	49.41	0	87.6	80	120				
Silver	22.7	0.0494	24.70	0	92.0	80	120				
Thallium	47.4	0.247	49.41	0	95.9	80	120				
Vanadium	45.1	0.247	49.41	0	91.4	80	120				
Zinc	46.9	0.247	49.41	0	94.8	80	120				

Sample ID	2606059-001BMS	SampType:	MS	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489
Client ID:	BatchQC	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917236
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aluminum	4X	1.24	49.41	6,252	2,240	89	115				S
Antimony	9.06	0.375	49.41	0	18.3	0.25	137				

Qualifiers: H Holding times for preparation or analysis exceeded M Manual Integration used to determine area response ND Not Detected at the Reporting Limit
 PL Permit Limit RL Reporting Detection Limit S Spike Recovery outside accepted recovery limits
 W Sample container temperature is out of limit as specified at testcode



QC SUMMARY REPORT

WO#: 2606141
 11-Jun-26

Client: GRDA - GREC
Project: Fly Ash

TestNo: SW6010B

Sample ID	2606059-001BMS	SampType:	MS	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489
Client ID:	BatchQC	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917236
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Arsenic	40.5	0.494	49.41	6.244	69.3	40.5	116				
Barium	82.6	0.247	49.41	46.19	73.6	47.7	130				
Beryllium	41.5	0.247	49.41	0.3397	83.2	63.8	112				
Cadmium	42.6	0.247	49.41	0	86.2	56.3	115				
Chromium	53.0	0.247	49.41	16.72	73.4	30.5	134				
Cobalt	42.7	0.247	49.41	4.777	76.8	40.6	118				
Copper	44.0	0.247	49.41	4.631	79.7	18.7	143				
Lead	48.7	0.124	49.41	17.80	62.5	36.7	118				
Manganese	4X	0.247	49.41	286.7	-140	31.8	157				S
Molybdenum	38.0	0.247	49.41	0.3872	76.1	43.5	117				
Nickel	44.8	0.247	49.41	6.373	77.8	44.5	111				
Selenium	37.8	0.494	49.41	0	76.6	37.2	114				
Silver	21.6	0.0494	24.70	0	87.3	39.2	127				
Thallium	38.6	0.247	49.41	0	78.2	33.3	119				
Vanadium	56.7	0.247	49.41	20.83	72.7	50.6	122				
Zinc	64.2	0.247	49.41	26.52	76.3	22.7	126				

Sample ID	2606059-001BMSD	SampType:	MSD	TestCode:	MET_S_ICP	Units:	mg/Kg	Prep Date:	6/8/2026	RunNo:	80489
Client ID:	BatchQC	Batch ID:	24622	TestNo:	SW6010B	3050B		Analysis Date:	6/8/2026	SeqNo:	917237
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Aluminum	4X	1.24	49.41	6,252	2,380	89	115	7,359	0.936	3.4	S
Antimony	9.09	0.375	49.41	0	18.4	0.25	137	9.061	0.272	5.01	
Arsenic	40.7	0.494	49.41	6.244	69.7	40.5	116	40.46	0.548	4.01	

Qualifiers: H Holding times for preparation or analysis exceeded M Manual Integration used to determine area response ND Not Detected at the Reporting Limit
 PL Permit Limit RL Reporting Detection Limit S Spike Recovery outside accepted recovery limits
 W Sample container temperature is out of limit as specified at testcode



QC SUMMARY REPORT

WO#: 2606141

11-Jun-26

Client: GRDA - GREC

Project: Fly Ash

TestNo: SW6010B

Sample ID	2606059-001BMSD	SampType: MSD	TestCode: MET_S_ICP	Units: mg/Kg	Prep Date: 6/8/2026	RunNo: 80489					
Client ID: BatchQC	Batch ID: 24622	TestNo: SW6010B	3050B	Analysis Date: 6/8/2026	SeqNo: 917237						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Barium	83.1	0.247	49.41	46.19	74.6	47.7	130	82.56	0.597	16.3	
Beryllium	41.7	0.247	49.41	0.3397	83.8	63.8	112	41.45	0.653	10.5	
Cadmium	43.0	0.247	49.41	0	87.0	56.3	115	42.59	0.866	3.86	
Chromium	54.2	0.247	49.41	16.72	75.8	30.5	134	52.96	2.26	3.58	
Cobalt	43.1	0.247	49.41	4.777	77.5	40.6	118	42.74	0.749	9.93	
Copper	44.2	0.247	49.41	4.631	80.1	18.7	143	44.00	0.504	8.86	
Lead	49.0	0.124	49.41	17.80	63.2	36.7	118	48.69	0.657	4.68	
Manganese	4X	0.247	49.41	286.7	-125	31.8	157	217.5	3.50	7.28	S
Molybdenum	38.3	0.247	49.41	0.3872	76.7	43.5	117	37.99	0.777	9.34	
Nickel	44.9	0.247	49.41	6.373	78.1	44.5	111	44.79	0.330	7.78	
Selenium	38.1	0.494	49.41	0	77.2	37.2	114	37.85	0.780	4.28	
Silver	21.9	0.0494	24.70	0	88.6	39.2	127	21.57	1.43	4.15	
Thallium	39.2	0.247	49.41	0	79.4	33.3	119	38.61	1.59	6.98	
Vanadium	57.8	0.247	49.41	20.83	74.9	50.6	122	56.74	1.90	10.5	
Zinc	64.8	0.247	49.41	26.52	77.4	22.7	126	64.20	0.881	10.1	

Qualifiers:
 H Holding times for preparation or analysis exceeded
 PL Permit Limit
 W Sample container temperature is out of limit as specified at testcode

M Manual Integration used to determine area response
 RL Reporting Detection Limit

ND Not Detected at the Reporting Limit
 S Spike Recovery outside accepted recovery limits



QC SUMMARY REPORT

WO#: 2606141
 11-Jun-26

Client: GRDA - GREC
Project: Fly Ash

TestNo: SW7471B

Sample ID MB-R80547	SampType: MBLK	TestCode: HG_S	Units: mg/Kg	Prep Date:	RunNo: 80547
Client ID: PBS	Batch ID: R80547	TestNo: SW7471B		Analysis Date: 6/11/2026	SeqNo: 917847
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val %RPD RPDLimit Qual
Mercury	< 0.0250	0.0250			

Sample ID LCS-R80547	SampType: LCS	TestCode: HG_S	Units: mg/Kg	Prep Date:	RunNo: 80547
Client ID: LCSS	Batch ID: R80547	TestNo: SW7471B		Analysis Date: 6/11/2026	SeqNo: 917848
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val %RPD RPDLimit Qual
Mercury	0.222	0.0250	0.2203	0	101 80 120

Sample ID 2606147-001AMS	SampType: MS	TestCode: HG_S	Units: mg/Kg	Prep Date:	RunNo: 80547
Client ID: BatchQC	Batch ID: R80547	TestNo: SW7471B		Analysis Date: 6/11/2026	SeqNo: 917850
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val %RPD RPDLimit Qual
Mercury	0.239	0.0250	0.2203	0	108 64.8 136

Sample ID 2606147-001AMSD	SampType: MSD	TestCode: HG_S	Units: mg/Kg	Prep Date:	RunNo: 80547
Client ID: BatchQC	Batch ID: R80547	TestNo: SW7471B		Analysis Date: 6/11/2026	SeqNo: 917851
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC LowLimit HighLimit RPD Ref Val %RPD RPDLimit Qual
Mercury	0.254	0.0250	0.2203	0	115 64.8 136 0.2388 6.17 10.7

Qualifiers: H Holding times for preparation or analysis exceeded M Manual Integration used to determine area response ND Not Detected at the Reporting Limit
 PL Permit Limit RL Reporting Detection Limit S Spike Recovery outside accepted recovery limits
 W Sample container temperature is out of limit as specified at testcode

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:



CONTRACT NO. _____

BETWEEN

THE GRAND RIVER DAM AUTHORITY

&

FOR

COAL ASH MARKETING & REMOVAL SERVICES

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APPENDIX

EXHIBIT A –	CERTIFICATE OF CONTRACT COMPLETION
EXHIBIT B –	RESERVED
EXHIBIT C –	INVOICE AFFIDAVIT CERTIFICATION FOR PAYMENT
EXHIBIT D –	PERSONNEL RISK ASSESSMENT PROCESS
EXHIBIT E –	TECHNICAL SPECIFICATIONS

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: Coal Ash Removal and Marketing Services

(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:

Bottom Ash – shall mean agglomerated noncombustible ash particles which are produced from the combustion of coal in steam electric generating plants that are too large to be carried in the flue gases and are therefore collected in an ash hopper at the bottom of the furnace.

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.

Coal Ash – shall mean individually and collectively, Bottom Ash and Fly Ash.

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].

Fly Ash - shall mean the fine solid particles of non-combustible material resulting from the combustion of pulverized coal in steam electric generating units which are removed from the combustion gas by means of fabric filters, then conveyed to a dry storage facility.

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.

Site – the GRDA Grand River Energy Center near Chouteau, 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.

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. Contractor agrees to pay GRDA ____ percent of all revenue generated from the sale of Coal Ash. GRDA's revenue share shall be paid within forty (40) days from the date the Coal Ash was removed from the Site. On a monthly basis, Contractor will submit to GRDA a summary sheet containing Contractor's monthly invoice numbers, tons shipped, shipment dates, total revenue generated, and GRDA's _____ percent revenue share. For any Coal Ash removed from the Site but not marketed and sold by Contractor, GRDA shall pay Contractor \$ _____ per ton as an all-inclusive landfill disposal fee.

3.2 Contractor's Obligation to Remove Coal Ash. Regardless of Contractor's ability to market or sell the Coal Ash to third parties, at the request of GRDA, Contractor will remove the Coal Ash from the Site. GRDA reserves the right to possess, dispose of, transport, deliver and/or otherwise use a certain portion of the Coal Ash ("GRDA Ash Reserve"), for GRDA's use and purposes, including, but not limited to, for the benefit of other agencies of the State of Oklahoma.

3.3 No Obligation to Provide Coal Ash. GRDA makes no warranties, guarantees, representations, commitments, or other promises related to the volume of available Coal Ash.

3.4 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.

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). Contractor must perform all removal and transporting of the Coal Ash in an environmentally sound manner and will not release Coal Ash into the environment. This includes the use of trucks with loading chutes and tarps and/or enclosed rail cars designed for hauling dry materials such as Coal Ash. Contractor shall keep accurate records showing all sites on which the Coal Ash is used, the purposes for which it is used, the amount of Coal Ash shipped to each work site, and the amount received at each site. These records shall, upon reasonable notice, be made available to GRDA and State of Oklahoma regulatory authorities.
- c) Contractor will establish a quality control program that ensures Coal Ash will, throughout the term of this Contract, remain certified by the Department of Transportation in the states of Oklahoma, Arkansas, and Missouri for the use of said Coal Ash in concrete for highway construction programs and other related state projects.
- d) Contractor is an expert at marketing Coal Ash and shall use its expertise during the term of this Contract to maximize the sale of Coal Ash. Contractor shall use its expertise to market and sell Coal Ash, rather than dispose of it.

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. 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.

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 to 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 four (4) 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 indemnification, confidentiality, insurance, choice of law, jurisdiction, and audit rights will survive termination.

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.

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. [RESERVED]

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 and risk of loss related to the Coal Ash shall pass to Contractor once the Coal Ash is loaded on Contractor's truck or rail car, subject only to the royalty interest retained by GRDA. Contractor agrees that Contractor is solely responsible for the Coal Ash from and after the time it is loaded in trucks or railcars. Contractor shall indemnify and hold GRDA harmless from and against all claims, demands, and/or causes of action of any type, and of any nature, to the extent caused by Contractor's marketing, using, transporting, removing, storing, selling and/or handling of Coal Ash.

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:

Email: _____

GRDA Procurement Administrator or Designee:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Email: [REDACTED]

Contractor:

[REDACTED]
[REDACTED]
[REDACTED]
[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 B

Reserved

Exhibit C

Invoice Affidavit

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

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

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

Contractor: _____
By: _____
Title: _____
Date: _____

State of _____, County of _____.

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

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

Notary Officer: _____
Typed Name: _____
My Commission expires: _____
Commission No: _____

Approved by: _____
Printed Name Title
Signature Date



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

