CONTRACT NO. 41393

OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES

LINES 321, 323, 344 & 371
REQUIREMENTS FOR PROPOSAL, REQUIREMENTS FOR BIDDING, AND INSTRUCTIONS TO BIDDERS

CONTRACT: 41393

OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES

LINES 321, 323, 344 & 371

SPECIFIC REQUIREMENTS

1. Receipt and Opening of Bids

The Grand River Dam Authority (herein called “GRDA”), invites Sealed Bids on the attached form. Sealed Bids for Contract Number 41393 will be opened at 2:00 P.M. Central Time, July 28, 2016. Bids received more than ninety-six (96) hours excluding Saturday, Sunday and holidays before the time set for the opening of the Bids, or any Bid received after the time set for opening of Bids, will not be considered and will be returned unopened. Bids shall be submitted in a sealed envelope and marked “Sealed Bid – CONTRACT # 41393 – OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES - LINES 321, 323, 344 & 371. Sealed Bids shall be submitted to the following address:

Jeremy Conn, Purchasing Superintendent
Grand River Dam Authority
Engineering Technology Center
9933 E 16th Street
Tulsa, Oklahoma 74128

All Bids that have been correctly submitted and received shall be publicly opened and read aloud at the GRDA Administration Headquarters, Vinita, Oklahoma, at the time and date of Bid opening shown above.

GRDA may waive any informalities or reject any and all Bids. Bids cannot be submitted by telephone, fax machine, telegram, or electronic transfer. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the Bid opening.

2. Qualifications of Bidder

The Bidder is required to be experienced and an expert in the supply of the construction services described in the attached hereto. The Bidder must have provided Arial Transmission Line services for a minimum of (10) years. GRDA may make such investigations as necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to GRDA all such information and data for this purpose as GRDA may request. GRDA reserves the right to reject any Bid if the evidence submitted by, or investigation of, a Bidder fails to satisfy GRDA that the
Bidder is properly qualified to carry out the obligations of the Contract and to complete the specified work.

3. **Addenda, and Interpretations and Substitutions**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally.

*Every request for such interpretation should be in writing addressed to Jeremy Conn at jeremy.conn@grda.com.* To be considered, the request for interpretation must be received no later than **July 21, 2016 at 4:00 P.M. Central Time.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be e-mailed to all prospective Bidders (at the addresses furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any addendum or interpretation shall not relieve the Bidder from any obligation under this Bid as submitted. All addenda so issued shall become part of the Contract Documents.

4. **Mandatory Pre-bid Conference and Job Site Examination:**

*A mandatory pre-bid conference will be held on July 14, 2016 at 1:00 P.M. Central Time, at the GRDA Transmission & Engineering Facility, 4 ½ miles east of Highway 69 on H/W 69A, Pryor, OK. The purpose of this meeting is to afford the prospective Bidders the opportunity to ask questions relative to the project. There will be no site visit. All bidders are encouraged to familiarize themselves with the general project area and construction documents provided. All bidders who plan to submit bids must attend the pre-bid meeting. Any additional questions concerning the bid will be accepted during the meeting. Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions, or changes to the Bidding Documents will be included in written addenda and issued to each prospective Bidder.*

5. **Tax Exempt Status:**

GRDA itself is exempt from the payment of any Sales or Use Taxes, and pursuant to 68 O.S. Sec. 1350, *et seq.*, and Sec. 1401, *et seq.*, direct vendors to the Authority are also exempt from those taxes.

6. **Contract Execution:**

The Contract to be entered into between GRDA and the Bidder awarded the Contract is attached. The Bidder to whom the Contract is awarded will be required to execute the Contract and deliver the same, together with the required security, within sixty (60) days from the date that the notice of the award is given the Bidder; and, in case of failure or neglect to do so, the Bidder will be deemed to have abandoned the Contract and thereupon the amount of the check or bond accompanying the Bid shall be due and payable to GRDA as liquidated damages for such failure or neglect and not as a forfeiture.

All Bidders must distinctly understand that all work is to be done in strict accordance with the Contract and specifications herto attached. Bidders shall examine thoroughly the form of Contract under which the work is to be done. Exceptions taken to the Contract and specifications may be cause for rejection of a Bid.
7. **Bid Proposal Requirements:**

The Bidder’s proposal must provide sufficient details for GRDA to perform a complete Bid evaluation. The Bidder shall comply with all requirements in the Request for Proposal. Incomplete proposals may be cause for rejection of a Bid. GRDA shall consider Bidder’s proposal as incomplete if the Bidder submits another form of Contract in lieu of GRDA’s attached Contract. Bid proposals shall become the property of the Grand River Dam Authority.

8. **Bid Comparisons:**

In comparing Bids, GRDA will take into consideration not only the prices bid but also items such as but not limited to efficiency, reliability, durability, economy of operation and maintenance, accessibility for repairs, cost of special construction made necessary by the equipment offered, and any guarantees. GRDA reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, or conditional Bids.

9. **Applicable Laws:**

The Bidder’s attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. **Site Inspection:**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or documents shall in no way relieve any Bidder from any obligation in respect to their Bid.

11. **Submittal Documents:**

Any Bid submitted must contain complete and executed originals of the following documents contained in this REQUEST FOR PROPOSAL:

- **PROPOSAL TO THE GRAND RIVER DAM AUTHORITY FOR CONTRACT # 41393 - OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES - LINES 321, 323, 344 & 371**

- **BID BOND:** [NOTE: The Bidder shall include the required Bid security (5% of bid amount)].

- **LIST OF SUBCONTRACTORS**

- **EXCEPTION STATEMENT**
• CREW SCHEDULE INCLUDING RESUMES FOR PROJECT SUPERINTENDENT AND PROJECT MANAGER.

• UNIT AND TASK PRICE SCHEDULE

• NON-COLLUSION AFFIDAVIT

• BUSINESS RELATIONSHIPS AFFIDAVIT

• LIST OF THE LAST 5 YEARS PROJECTS OF SIMILAR SIZE OR TYPE

• EQUAL OPPORTUNITY STATEMENT

• LIST OF LAST FIVE YEARS OF SAFETY HISTORY ON SIMILAR PROJECTS

12. Equal Opportunity Employer Statement:

Any Bid submitted must include a written acknowledgement that Bidder is an Equal Opportunity Employer.

13. Bid Bond:

Any Bid submitted must be accompanied by a certified check or cashier’s check of the Bidder, or a bid bond duly executed by the Bidder as principal and having as surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570. The Federal Circular may be found at http://www.fms.treas.gov/C570/c570_a-z.html. The bid bond shall be in the amount equal to five percent (5%) of the total Bid including alternates which shall be deposited with GRDA as a guarantee. Such checks or bid bonds will be returned to all except the three lowest Bidders within three (3) days after the opening of Bids and the remaining checks or bid bonds will be returned promptly after GRDA and the accepted Bidder have executed the Contract, or if no award has been made within sixty (60) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter so long as they have not been notified of the acceptance of his Bid.

14. Contract Bonds:

The selected Bidder shall be required to provide performance, defect, and payment bonds, or an irrevocable letter of credit with terms approved by GRDA, as described in the Pro Forma Contract. Such bonds shall have surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570.

15. Vendor Protest:

Vendor protests must be submitted in writing to the Central Purchasing Unit of GRDA within 36 hours of award of contract or purchase order. Contract award is expected to be made on August 10th, 2016.

16. Prior Experience:
Any Bid submitted must contain the following documentation and demonstration of technical competence:

a. The Bidder must demonstrate a proven record of successfully providing electrical transmission line and/or substation construction services

b. The Bidder must provide a list of three recent projects with names, phone numbers and email addresses of reference contacts.

17. **Price Schedule:**

All proposals shall include a completed copy of the attached Unit and Task Price Schedule with all prices and other information inserted. This schedule is for accounting purposes.

18. **Lump Sum Bid:**

This project is to be a LUMP SUM Bid. All work is to be performed by one contractor unless otherwise noted. Work to be done by subcontractors must be so noted on the proposal.

19. **Proposal Copies:**

Bidder shall submit the original proposal and three (3) complete copies of the proposal for evaluation by the GRDA evaluation committee. In addition Bidder shall submit one electronic copy of all bid material submitted with the bid, in .pdf format on a flash drive, DVD, or a CD, and included in the envelope with the printed copies.

20. **Schedule:**

Time is of the essence with this contract. Contractor shall have ninety (90) calendar days to complete the construction of transmission lines after receiving the official Notice to Proceed. Liquidated damages charges in the amount of $1,000 per calendar day shall be imposed beginning at 00:01 A.M. on day number 91 and continue until the execution of the Certificate of Contract Completion.

**GENERAL REQUIREMENTS**

Definitions used in the *Requirements for Bidding and Instructions to Bidders*:

“**Alternate bid**” (or “**Alternate**”) means an amount stated in the Bid to be added to or deducted from the amount of the Base bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

“**Assistant General Manager**” (or “**AGM**”) means that GRDA employee who has direct supervisory responsibility over the facility or land upon which the project will be completed.

“**Base bid**” means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base. Work may be added to or deleted from this Base bid value for sums stated in the Alternate bids.
“Bid” means the cost proposal submitted by a vendor in response to a request or solicitation from the GRDA for a project described in plans and/or specification provided by GRDA.

“Bidding Documents” includes the Request for Proposal, the Requirements for Bidding and Instructions to Bidders, the Bid forms, the Specifications, the Pro Forma Contract, and any Addenda issued prior to receipt of Bids.

“Board of Directors” means the rule-making authority and governing body of the Grand River Dam Authority as defined by 82 O.S. § 863.2.

“General Manager/Chief Executive Officer” means the GRDA employee who has oversight and managerial responsibility over all GRDA functions and is selected by the Board of Directors of the Grand River Dam Authority as authorized by 82 O.S. § 864.A.2.

“Contract” means any Contract, exceeding Fifty Thousand Dollars $50,000 in amount, awarded by the GRDA for the purpose of improving, constructing, repairing, or performing maintenance on GRDA land, buildings, facilities, and equipment which is permanently affixed to the same.

“Design Consultant” means either the architectural/engineering firm under Contract to the GRDA or an engineer employed by GRDA who is responsible for the design and construction monitoring of the construction project.

“GRDA” or “Authority” means the Grand River Dam Authority, a governmental agency of the State of Oklahoma, as defined by 82 O.S. § 861, et seq.

“Procurement Administrator” means the GRDA employee with direct supervisory capacity of the Procurement Unit.

“Procurement Unit” means the unit or department within GRDA that is responsible for administering procurement policies and procedures.

“Retainage” means the difference between the amount earned by the contractor on a GRDA Contract, with the work being accepted by the GRDA, and the amount paid on said Contract by the GRDA.

“Treasurer” means the GRDA employee who is selected by the Board of Directors of the Grand River Dam Authority as authorized by 82 O.S. § 864.A.2 to oversee and manage all fiscal and procurement functions.

“Unit Price” is an amount stated in the Bid as a price per unit of measurement of materials or services as described in the Bidding Documents or in the proposed Contract Documents.

**Bid Submission**

1. **Advertised projects.** Bids must be prepared on forms provided by GRDA and in accordance with the instructions provided in the Bid package. Instructions on obtaining the Bid packages shall be in the solicitation notice. Bids cannot be submitted by telephone, fax machine, telegram, or e-mail. Bids may be delivered in person, by the U.S. Mail, or by any of the express/delivery services available during regular business hours, 8:00 AM to 4:00 PM weekdays and shall be received during a period which does not exceed ninety-six (96) hours.
(excluding weekends or holidays) before the scheduled Bid opening at the time and day specified in the Bid Documents. Any Bid received by GRDA or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of Bids, or any time after the opening of Bids will not be considered by GRDA and will be returned unopened to the bidder submitting same. **The following information shall be placed on the outside of each sealed bid envelope:**

a. **Bidder’s name and address.**  
b. **The notation “Sealed Bid”**  
c. **“Contract # 41393”**  

2. **Bid envelopes.** Each envelope shall contain only one (1) Bid. Bids received after the time specified in the Bid Documents cannot be accepted. The time shall be determined by the stamp-clock on the desk of the Procurement Administrator, or designee, where all Bids must be received and stamped. GRDA cannot be responsible for delay of receipt of Bids due to factors beyond the control of GRDA employees.

3. **Equal opportunity employment requirements.** GRDA is an Equal Opportunity Employer. GRDA does not discriminate in its hiring practices and expects its contractors to abide by all Federal rules and regulations on non-discrimination. All Bidders shall acknowledge in the Bidding Documents that they are Equal Employment Opportunity employers. GRDA adheres to a policy which provides a drug free workplace to all of its employees. All contractors working on a GRDA facility shall comply with the policies of GRDA.

4. Each Bidder shall accompany its Bid with a written statement under oath disclosing the following information:

a. The nature of any partnership, joint venture or other business relationship then in effect or which existed within one (1) year prior to the date of such statement with any architect, engineer or other party to the project;

b. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement between any officer or director of the Bidder and any officer or director of any architectural or engineering firm or other party to the project; and

c. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If no such business relationships exist, Bidder shall include a statement to that effect.

5. Each Bidder, by making a Bid, represents that:

a. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

b. The Bidder has had the opportunity to visit the site, is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the proposed Contract Documents.

c. The submitted Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.
**Modifications/withdrawal of Bids**

1. A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

2. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these Instructions to Bidders.

3. Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Procurement Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. The withdrawn Bid shall not be opened or otherwise disclosed to GRDA. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.

**Bid openings**

The Bid opening will be open to the public and will be held as specified in the solicitation notice. The Bids will be opened by the Procurement Administrator or designee in the following manner and recorded by an assistant. Bids may be examined by the public after the Bid opening on request to the Procurement Administrator.

1. The Bidder's name, city, and price shall be announced.

2. The Bid shall be initially reviewed for completeness and correctness. Any of these deficiencies shall be grounds for disqualifying the Bid:
   a. Addenda must be acknowledged. This may be waived in those cases where the addenda have no direct effect on the proposal cost.
   b. The Bid must be signed.
   c. The affidavits required by the Bid Documents must be present, signed and properly notarized.

3. The Bidder shall accompany the Bid with:
   a. A certified check, cashier’s check, or bid bond equal to five percent (5%) of the total Bid including Alternates, which shall be deposited with the GRDA as a guaranty; or
   b. An irrevocable letter of credit issued by a financial institution acceptable to GRDA for the benefit of the GRDA in an amount equal to five percent (5%) of the total Bid including Alternates.
   c. All equipment lists, selected materials, or other information when required by the specifications.
4. In the event the apparently successful Bidder fails to execute the contract or provide the required security and insurance to GRDA, the cost of republication of the notice to Bidders, actual expenses incurred by reason of the Bidder’s default and the difference between the low Bid of the defaulting Bidder and the amount of the Bid of the Bidder to whom the Contract is subsequently awarded, but not to exceed the amount of the certified check, cashier’s check, bid bond or irrevocable letter of credit may, at the discretion of GRDA, be forfeited to the GRDA.

5. The GRDA Treasurer will return the certified or cashier’s check, bid bond, or irrevocable letter of credit to the successful Bidder on execution and delivery of the Contract and required bonds or irrevocable letters of credit and insurance. Bid security of unsuccessful Bidders shall be returned in accordance with the terms of the Bid solicitation.

6. Nothing contained herein shall be construed so as to prevent the GRDA or the courts from exonerating the Bidder and other parties to the Bid security document from liability upon a timely showing that the Bidder committed what the courts have determined under the common law to be an excusable Bidding error and for that reason it would not be equitable to enforce the Bid security.

Bid Review and Evaluation

1. At the conclusion of the Bid opening, the Bids will be reviewed and considered by a designee from the Procurement Unit and designee(s) of the appropriate Assistant General Manager. The following items shall be reviewed:

   a. **Surety companies.** If a surety company is used to issue bonds, the company must be registered to do business in Oklahoma and listed in Federal Circular 570. When a bid bond is required and the bond submitted is from a company not registered in Oklahoma or prequalified by GRDA or Oklahoma Department of Central Services as good and sufficient, or if the company is not listed in Federal Circular 570, the Bid shall be disqualified.

   b. **Verification of Bid contents.**

      i. Extensions on unit price calculations shall be recomputed. In case of an error, the Unit Price shall govern.

      ii. When there is a variance between the amount in words and the figures, the amount in words shall govern.

      iii. Bid forms containing omissions, alteration of form, additions, or conditions not called for, or containing a clause in which the Bidder reserves the right to accept or reject a Contract, shall be disqualified.

      iv. GRDA may reject a Bid as nonresponsive if the prices Bid are materially unbalanced between line items or sub line items. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work; and, if there is reasonable doubt that the Bid will result in the lowest overall cost to GRDA even though it may be the low
evaluated Bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.

v. Failure to submit unit prices for any requested work item shall cause the Bid to be disqualified.

c. Before a Contract may be awarded to a Bidder, the Bidder's ability to perform the required work is considered. Any of the following may be grounds for disqualifying the Bidder:

i. More than one (1) Bid for the same work from an individual, firm, partnership, joint venture, or corporation under the same or different names.

ii. Evidence of collusion among Bidders, subcontractors, or material suppliers.

iii. Lack of responsibility as shown by past work for GRDA judged from the standpoint of workmanship and progress.

iv. Uncompleted work under any Contract with GRDA or any party which might hinder or prevent the prompt completion of the Contract, if awarded.

v. For being in arrears on existing Contracts with the State or GRDA or having defaulted on a previous Contract or failed to comply with a previous GRDA or State Contract, or any other just and reasonable cause.

vi. Certificate by the Oklahoma Human Rights Commission that the Bidder has engaged or is engaging in a discriminatory practice.

vii. Any violation of GRDA or Oklahoma Department of Central Services rules or other information indicating that the Bidder is no longer responsible nor qualified to do business with the State.

d. The review/evaluation shall be completed within the greater of fifteen (15) days or the next regularly scheduled meeting of the GRDA Board of Directors after the Bid opening. The General Manager may extend the evaluation period.

e. Decisions leading to the Contract award may be appealed in writing within five (5) working days of notice of the decision to the Procurement Administrator.

f. All opened Bids, both successful and unsuccessful, and all Contracts and required bonds shall be placed on file and maintained in the main office of the GRDA for a period of five (5) years from the date of opening of Bids or for a period of three (3) years from the date of completion of the Contract, whichever is longer, shall be open to public inspection and shall be a matter of public record.

Rejection of Bids

1. GRDA has the right to reject any or all Bids and to reject a Bid not accompanied by any required Bid security, or accompanied by other information as required by the Bidding Documents. GRDA may reject a Bid which is in any way incomplete or irregular.
2. GRDA will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit(s) included in the Bidding Documents. The affidavit must be properly signed by the Bidder, notarized and stamped by a Notary Public.

3. GRDA reserves the right to reject any or all Bids, to waive any and all informalities, to evaluate Bids, and to disregard all nonconforming, nonresponsive, or conditional Bids. GRDA reserves the right to accept or reject any Bid which, in its judgment, is in the best interest of GRDA. GRDA may consider any exceptions to the Bidding Documents as nonresponsive and cause for rejection of a Bid.

**Contract Award**

1. Bids are normally awarded to the lowest, best, and responsible Bidder as determined by the review of the Bids. Within (5) five business days after approval by the GRDA Board of Directors, the successful Bidder shall be notified by GRDA of its selection and shall be provided copies of the Contract to execute. The GRDA Board of Directors may grant a reasonable extension of the awarding period, by formal recorded action and good cause shown. The contractor shall be given a specific period of time, not to exceed sixty (60) days, in which to execute the Contract and obtain the necessary bonds and insurance. No Bidder shall obtain any property right in a Contract awarded under these provisions until the Contract has been fully executed by both the Bidder and the GRDA.

2. The Notice to Proceed shall not be issued until the Contract has been executed by all parties and no Work shall commence until the Notice to Proceed has been received by the contractor.

3. All bonds required herein must be on terms acceptable to GRDA and issued by certified companies as identified in the U.S. Department of Treasury Federal Circular 570. This circular can be found at [http://www.fms.treas.gov/C570/c570_a-z.html](http://www.fms.treas.gov/C570/c570_a-z.html). The following surety bonds or Letters of Credit shall be required as provided in the Pro Forma Contract:

   a. Performance Bond for 100% of the value of the Contract to insure completion of the Work;

   b. Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and

   c. Payment Bond for 100% of the Contract to assure that GRDA is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

   d. All bond submittals shall contain all terms and conditions of the bonds.

   e. Irrevocable Letters of Credit may be used as a substitute for the bond(s) required in the Pro Forma Contract and shall be in a form and with terms acceptable to GRDA.

   f. Such bonds or irrevocable letters of credit shall be valid to the end of the Base Warranty Period as defined in the Pro Forma Contract.

4. Insurance shall be provided as required by the Pro Forma Contract.
PROPOSAL
TO THE
GRAND RIVER DAM AUTHORITY
FOR CONTRACT # 41393
OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES
LINES 321, 323, 344 & 371

MADE BY: _________________________________________
_____________________________________________________
State of Incorporation_____________________________________________
Business Address: Street:___________________________________________
City ___________________ State _______ Zip Code__________
Telephone Number  ___________________________________
Fax Number   _________________________________________
E-Mail  _________________________________________

The Bidder named above hereby tenders his Bid and declares that the only person or persons
interested in this proposal is or are named above; that the Bid is made without collusion with any
other Bidder and is in all respects without collusion or fraud. The Bidder further declares he has
examined the “Pro Forma Contract # 41393 - OPGW INSTALLATION BY AERIAL
TRANSMISSION LINE SERVICES - LINES 321, 323, 344 & 371” the specifications and the
Contract drawings referred to, and has read the REQUEST FOR PROPOSAL REQUIREMENTS
FOR BIDDING AND INSTRUCTIONS TO BIDDERS; included herein and agrees to furnish all
the materials, equipment, and services necessary or proper to carry out such Contract in the
manner, on the terms, and under the conditions set forth therein and in the specifications, and to
accept in full payment the firm lump sum Base bid of: $____________________ (Base bid
price in writing) _____________________________________________

Bid Price, including 100% of the bond coverage required under the Pro Forma Contract.

Accompanying this proposal is a certified check, cashier’s check or bid bond in the amount of five
percent (5%) of Bidder’s lump sum Bid price; in the amount of:______________

$____________________ payable to the Grand River Dam Authority, all as called for in the REQUEST FOR PROPOSAL, and it is
hereby agreed that in case of failure on the part of the undersigned to execute the Contract
including delivery to GRDA of the required bond or irrevocable letter of credit for performance
and warranty guarantees, within sixty (60) days from the date that notice of the acceptance of this
proposal is given the undersigned, the undersigned will be deemed to have abandoned the Contract,
and thereupon the above five percent (5%) Bid security shall be due and payable thereunder to
GRDA as liquidated damages for such failure and not as a forfeiture.

In case this proposal is accepted by GRDA, the following surety company, or bank, namely,

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

has agreed to provide the required bond or irrevocable letter of credit for performance, warranty
and payment guarantees.
Note: If this Bid is made by an individual, it shall be signed with his/her usual business signature, with his/her business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the corporate seal, and the business address of the corporation shall be given.

Signed: ______________________________
____________________________
____________________________
____________________________

Date: ______________________

(Seal)
SUBCONTRACTORS

In case this proposal is accepted by GRDA, the following subcontractors will be used (if no work will be subcontracted, state “NONE”):

Subcontractor identification is for information only and award of Contract does not constitute approval of identified subcontractors nor relieve the Bidder of the responsibility for providing qualified subcontractors. If any other subcontractors are used, the contractor must obtain GRDA advanced approval in writing.

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EXCEPTION STATEMENT

This part of the proposal must be completed even if no exceptions are stated.

EXCEPTIONS (Attach additional pages if required. If no exceptions, state “NONE”).

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<th>Exception Details</th>
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CREW SCHEDULE
Crew Foreman (attach experience description): ________________________________

Crew Size: ________________________________

Equipment: ________________________________

Planned Work Schedule: ________ Days/Week; _____ a.m. to _____ p.m.

SCHEDULE

Upon receipt of Authorization to Proceed for GRDA, work shall be completed by ________.

The work in the field will start no earlier than ________, or one week after receipt of Notice to Proceed from GRDA, whichever is later.

Bidder: ________________________________ Date: ________________

By: ________________________________
   (Signature)

Title: ________________________________
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<td>L321 – MAID Interconnect to Kerr Dam Interconnect</td>
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<td>OPGW Splice Racks</td>
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<td>L323 – Kerr Dam Interconnect to Saline Creek</td>
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<td>L371 – Stroud Tap to Stroud City Sub</td>
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<td>Repair</td>
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<tr>
<td>Wood pole-top repair and lower the OHGW hardware*</td>
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<td>TRANSMISSION LINE SUBTOTAL</td>
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<td>COST OF BONDS</td>
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<td>LUMP SUM BID PRICE INCLUDING BONDS</td>
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</table>
* All pole repairs need to be pre-approved by GRDA field inspector and GRDA project manager before executing the work. The wood pole-top repair includes removing the existing OPGW hardware, remove rotted wooden pole top about 6 to 18 inches, install the pole cap, and re-attaching the OPGW hardware at least 12 inches below the repaired pole top.

### AERIAL LINE SERVICES CONTRACTOR QUALIFICATIONS

<table>
<thead>
<tr>
<th>Company Name/Address</th>
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<tbody>
<tr>
<td><strong>Current Operating Certificates</strong></td>
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<tr>
<td>(Cert. # Issue Date)</td>
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<tr>
<td><strong>Helicopters Available</strong></td>
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<tr>
<td>(Make/Model)</td>
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<tr>
<td><strong>Company Flight Hours – Last 90 Days</strong></td>
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<tr>
<td><strong>Company Flight Hours – Last 12 Months</strong></td>
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<tr>
<td><strong>Has Company received a safety audit/inspection? (Y/N)</strong></td>
<td></td>
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<tr>
<td>(If yes, agency that audit and date)</td>
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<tr>
<td><strong>Does the Company have a formal safety program (Y/N)</strong></td>
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<tr>
<td><strong>Proposed Pilots</strong></td>
<td><strong>Pilot 1</strong></td>
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<tr>
<td>Name</td>
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<tr>
<td><strong>Type of License/ #</strong></td>
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<td><strong>Flight hours last 90 days</strong></td>
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<td><strong>Total flight hours in proposed Helicopter Make/Model</strong></td>
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<tr>
<td><strong>Utility References</strong></td>
<td><strong>Utility 1</strong></td>
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</table>
**NON-COLLUSION AFFIDAVIT**

A. For purposes of competitive bid or contract, being of lawful age and first duly sworn on oath, 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 contractor, nor anyone subject to the bidder’s or contractor’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, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor, whether competitively bid or not, has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

B. The contractor further certifies that no person who has been involved in any manner in the development of said contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

C. If any contract pursuant to this bid is for professional services as defined in 74 O.S. § 85.2.25, and if the final product is a written proposal, report or study, the contractor further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Certified this Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
</tbody>
</table>

State of ________________________________ County of ________________________________

Subscribed and sworn to me this _______ day of ________________________________, 20 ______________
BUSINESS RELATIONSHIPS AFFIDAVIT

Bidder shall accompany Bid with a written statement under oath disclosing the following information:

1. The nature of any partnership, joint venture, or other business relationship then in effect or which existed within one (1) year prior to the date of such statement, with any architect, engineer, or other party to the project.

2. Any such business relationship then in effect or which existed within one (1) year prior to the date of such statement, between any officer or director of the Bidding company and any officer or director of any architectural or engineering firm or other party to the project; and

3. The names of all persons having any such business relationships and the positions they hold with their respective companies or firms. If none of the business relationships hereinabove mentioned exist, then provide a statement to that effect.

_________________________________  _______________________________
Signature             Date

Subscribed and sworn to before me this _______date of ____________, _____.

______________________________
Notary Public

(Seal)

My Commission Expires: _______________________________
SEC. 1 MISCELLANEOUS

The Contractor shall abide and follow the Specifications and Technical Requirements to perform the work described in these Specifications.

1.1 Water: Water is not available at the job site.

1.2 Electricity: Electric power will NOT be provided for this construction by GRDA. All temporary connections for electricity shall be subject to approval of GRDA. All temporary lines necessary for Contractor’s execution of the work will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to GRDA and shall be removed by Contractor in like manner at his expense prior to completion of the construction.

1.3 Sanitary Facilities: Contractor shall provide a portable toilet at each construction site for use by workers at the site during the duration of the contract. Portable toilets shall be maintained and cleaned on a regular basis. Rental costs for the toilet and maintenance services shall be included in the contract price.

1.4 Telephone: Contractor shall provide his own telephone lines, if needed.

1.5 Contacts: The GRDA Assistant General Manager has assigned the following Designated GRDA Representatives for purposes of this Contract.

   a. The **Senior Transmission Engineer / Project Manager** for the project is Patrick Magnon at 918-610-9724.
   
   b. The **Design Engineer** for this project is Gayan Herath at 918-610-9709.

1.6 Correspondence:

   a. A copy of all correspondence and letters of transmittal shall be sent to:

      Grand River Dam Authority
      9933 E. 16th Street
      Tulsa, OK  74128

      Attention: Patrick Magnon, Senior Transmission Engineer
      E-mail: pmagnon@grda.com
b. In addition, a copy of all correspondence and letters of transmittal shall be sent to:

Grand River Dam Authority               Grand River Dam Authority
P.O. Box 1128                         or         9933 E. 16th Street
Pryor, OK  74362-1128                       Tulsa, OK 74128

Attention: Jeff Tullis, Chief Engineer
E-mail: jtullis@grda.com

1.7 Invoices: Invoices for this work shall include the task order number, work order and work step, name of project, and a listing of the percentage of the units on the bid that have been completed as of the time period claimed in the invoice. Invoices shall be mailed to:

Jeremy Conn, Purchasing Superintendent
Grand River Dam Authority
Engineering Technology Center
9933 E 16th Street
Tulsa, Oklahoma  74128

1.8 Safety: The Contractor and his subcontractors shall follow all applicable OSHA and GRDA Safety Manual rules. In addition, the Contractor shall have in place a safety program. The details of the program shall be included in the proposal.

All Contractor and Subcontractor employees, while at the work site, shall wear appropriate clothing and protective equipment for the work being done.

All accidents shall be reported to the GRDA Construction Coordinator/Inspector immediately.

Contractor and Subcontractor personnel, who are not following the safety rules, will be immediately removed from the site by the contractor, and be banned from returning.

Some work shall be conducted in energized substations and on or near energized circuits and appropriate safety precautions shall be taken by the Contractor throughout the work.

No pets shall be allowed at the job site.
SEC. 2 SCOPE OF WORK

2.1 Location: This project includes OPGW installation on Line 344 (Feeder 82 from GREC 1&2 Interconnect to MAID Interconnect), Line 321 (Feeders 29/30 from MAID Interconnect to Kerr Dam Interconnect), Line 323 (Feeders 44/45 from Kerr Dam Interconnect to Saline Creek) all in Mayes County in northeast Oklahoma and Line 371 (Feeder 19C from Stroud KAMO substation to Stroud City #2 substation) in Lincoln County, Oklahoma. Maps highlighting the areas included in this project are included below.

2.2 Project Description: The work under these specifications is for OPGW installation by Aerial transmission line services for Line 344 (Feeder 82 from GREC 1&2 Interconnect to MAID Interconnect) approximately 2 miles in length, Line 321 (Feeders 29/30 from MAID Interconnect to Kerr Dam Interconnect) approximately 6 miles in length, Line 323 (Feeders 44/45 from Kerr Dam Interconnect to Saline Creek substation) approximately 6 miles in length and Line 371 (Feeder 19C from Stroud KAMO substation to Stroud City #2 substation) approximately 5.5 miles in length. Lines 321, 323 and 344 are double-circuit lattice steel structures. Operating voltage is 161 kV. One circuit per line will be de-energized during the OPGW installation process. Line 371 is wood structure, single pole construction and operating voltage is 69 kV. Line 371 will remain energized throughout the project. Wood pole repair is to be conducted on this line. Contractor shall remove the existing OPGW hardware, remove rotted wooden pole top about 6 to 18 inches, install the pole cap, and re-attached the OPGW hardware at least 12 inches below the repaired pole top. The repair must be pre authorized by GRDA field inspector and project manager before performing the work. The contractor shall reserve 100ft of OPGW in splice racks.

Lines 321, 323 and 344 – Mayes County, OK
Line 371 (Feeder 19C - Stroud KAMO Sub. to Stroud City Sub) – Lincoln County, OK

2.3 Construction Schedule: Note that the in-service date is critical to customer operation. Contractor shall allocate crews and equipment as necessary to meet this date and those costs should be included in the bid. Contractor may be required to work around other crews: example, right-of-way clearing and substation contractors. GRDA Utility crews may also be on the worksite during the construction period. Because of the nature of the work, and the fact that some existing transmission facilities are involved, ALL phases of the construction shall be coordinated with the GRDA inspector.

a. This project shall begin work on or before: 15 days after official Notice to Proceed

b. This project shall be completed on or before: 90 days after official Notice to Proceed

The Contractor shall provide a schedule of work to the Design Engineer at the beginning of the construction. This schedule is to be updated every two weeks, reflecting the actual work completed and the expected time line of the work remaining, and resubmitted to the Design Engineer. Liquidated damages as specified in this contract will be charged for each day after 90 until the line projects are complete.
2.4 Examination of Site: Prior to submitting a quotation Contractor should carefully examine the work site and adjacent premises and should conduct necessary investigations to inform himself thoroughly of any difficulties involved in the completion of all work in accordance with the specifications and drawings. No plea of ignorance of conditions that exist or of difficulties that may be encountered in the execution of the work (due to failure in making the necessary preliminary examination and investigations) will be accepted as an excuse for any failure or omission on part of the Contractor to fulfill in every detail all of the requirements of the specifications and/or drawings.

2.5 Material Furnished by GRDA: All work of unloading, sorting, bundling, storing, and caring for GRDA furnished materials shall be performed by the Contractor and the costs are to be included in the bid price. Material furnished by GRDA (except as noted) shall be picked up at the Transmission & Engineering Storeroom, 4 miles East of HWY 69 on HWY 69A, Pryor, OK by the Contractor and transported to the job site. Costs associated with material hauling shall be included in Contractor’s bid. All material may or may not be available at the start of the job.

2.6 Receiving of Material

a. All material will be checked out with written forms signed by both the Contractor and GRDA personnel, and charged to the proper work order and account. After the Contractor has accepted the materials furnished by GRDA as being in good condition and the correct quantity at the time of issuance, the Contractor is responsible for loss or damage of any nature until the finished structure and surplus materials are accounted for and accepted by GRDA. The Contractor shall notify GRDA’s Warehouse 24 hours in advance to pick up or deliver material to the Warehouse.

b. Contractor shall be charged at the replacement cost for any materials lost or damaged after delivery.

c. GRDA will periodically furnish Material Status Reports to Contractor indicating GRDA furnished materials on hand and materials on order but not delivered.

d. Contractor may accept delivery at job site of some of the materials on order and shall provide the Construction Coordinator/Inspector with an accurate record of all materials received, condition of material received, and of the disposition and use of such materials.

e. Contractor shall furnish Supervision, manpower and equipment to unload at site, handle, haul, sort, store, block, and protect the received materials. Contractor shall reload and re-haul GRDA-furnished materials as required to transport all previously delivered materials from the existing marshaling yards to the work site or storage sites, the cost of which shall be included in the various unit prices where such materials are used.

f. Hardware shall be handled in such a manner to protect the finish, and shall be clean and bright and free from nicks, chips, or other marks when installed on the structures.

g. Materials received in damaged condition shall be processed as directed by GRDA. Contractor shall report any shortage or damaged materials, in writing, to GRDA within forty-eight (48) hours of receipt of materials. If any damage is so encountered, the damaged
materials may be replaced by GRDA, or it may be repaired by Contractor, if so directed by GRDA. Contractor shall cooperate with GRDA in the event claims for damage against the transportation company are required. If shortage and/or damage reports are not furnished to GRDA within forty-eight (48) hours after receipt of materials by Contractor, the cost of the shortage and/or damage shall be borne by Contractor, if not otherwise collectable.

h. Delivery schedules will be established with various suppliers by GRDA to provide materials in sufficient quantities for orderly and timely incorporation in the work.

i. Contractor material storage areas are to remain neat at all times. Empty cartons, steel bands, etc., shall be cleaned up at least weekly.

2.7 Surplus and Junk Material

a. Contractor shall separate surplus materials by category (wood, conductor, steel, porcelain, junk etc.) as directed by Construction Coordinator/Inspector and GRDA Stores personnel. Contractor shall place categorized materials into GRDA provided bins or disposal containers.

b. Surplus Material that is not placed into disposal containers shall be taken to the GRDA facility designated by the Construction Coordinator/Inspector and placed in a manner that will facilitate the return of the Surplus Material to GRDA warehouse or the disposal of the material that has been determined to be Junk Material.

c. An inventory of returned Surplus Material, in units, will be kept by Contractor. Construction Coordinator/Inspector will initial the inventory when acceptable as accurate and complete. The inventory shall be provided to GRDA Warehouse Personnel when the Surplus Material is returned.

d. All returned conductor and shield wire shall be rolled onto reels, or coiled and banded.

2.8 Material Furnished by the Contractor: Contractor shall furnish all material that is not specifically furnished by GRDA but that is needed to make this a completed project.

2.9 Contractor’s Responsibility

a. The Contractor shall provide all machinery, tools, equipment, conveyances, permits, materials, supervision, and labor for construction. The only exceptions are GRDA furnished materials as defined in this specification.

b. Contractor shall provide all fuel and other maintenance supplies necessary to support Contractor’s aerial operations and shall be responsible for obtaining permission from third parties for Contractor’s landing and fueling requirements. Contractor will not be able to utilize GRDA’s right of way for these purposes.

c. Any material furnished by the Contractor shall be shown as “Material Provided” on the Contractor’s billing. Copies of backup invoices from the vendors shall be provided to GRDA.

d. Contractor shall bring any discrepancy or error found on GRDA drawings to the attention of
the Construction Coordinator/Inspector immediately.

e. The Contractor shall provide an on-site Supervisor who is experienced and familiar with all the aspects of construction of this type transmission line. Supervisor shall be knowledgeable of the safety considerations and rules involved in performing construction work on or near energized high voltage lines. This supervision shall be at the Contractor's expense and included in the bid price.

f. The work under this contract may be in progress concurrent with other construction activities. The Contractor shall coordinate his activities and cooperate with the other Contractors or Company crews in the best interests of the project.

g. Contractor shall make his own provisions for storage of materials and equipment during the project. Materials shall be stored in a secured area. The Contractor shall use mats, dunnage, pallets, or other approved items on which the materials shall be stored, and shall keep the area clean. Equipment should be stored in a manner to prevent damage, and allow easy access for removal of material as required. It shall be the Contractor’s responsibility to return the storage site area to a condition acceptable to the site owner prior to completion of this contract. GRDA will not accept liability for site repairs, cleaning, or restoration of the storage site.

h. All work shall be done and completed in a skillful and workmanlike manner using GRDA standards, and manufacturer or GRDA drawings.

i. Should the Contractor desire a field office, telephone, or water at the site, it shall be at the Contractor's expense.

j. The Contractor shall be responsible for prompt unloading of any materials delivered to the job site (required for the work scope defined herein) during a regular 5-day workweek and shall pay any demurrage resulting from delays in unloading.

k. Contractor shall collect all surplus material and return it to GRDA’s designated warehouse. Loading and transporting this material shall be at the Contractor's expense and included in the bid price.

l. Upon completion of work, the Contractor shall dispose of any and all non-usable excess materials (less surplus material). All usable materials are to be returned to GRDA.

m. Any additional work and/or changes to the scope of work described herein (after award of the contract) and/or considered to be an extra cost to the contract price shall be brought to the attention of the GRDA’s Coordinator/Inspector and Design Engineer prior to initiation of said work for additional payments to be considered. Extra payments will be made only when authorized by GRDA and pre-approved according to the Change Order process defined in the Contract. The value of any work not covered by the unit prices will be negotiated between Contractor and GRDA.

n. If work is to be performed near an energized line, Contractor is responsible for maintaining safe working clearances.
o. No employee of Contractor is to have firearms, alcohol, or illegal drugs on his/her person or in any vehicle while on site, or while crossing the adjacent lands in going to and from said rights-of-way or site. No employee of the Contractor who is under the influence of alcohol or illegal drugs shall be allowed on the work site.

p. Contractor shall use due care to minimize all construction damages.

q. Contractor will be responsible for restoring the transmission line right-of-way to the conditions found at the time construction began, as near as reasonably possible. The right-of-way shall be restored as the work progresses.

r. Contractor shall be responsible for the maintenance of existing roads, drainage ditches, and levees, including construction easements if any, from the date any work is begun on the job to the date of its final acceptance.

s. Contractor shall be responsible for the accuracy of all dimensions within the various sections of work according to the figured dimensions of the drawings. Figured dimensions shall, in all cases, be taken in preference to scale measurements, and detailed drawings consistent with general drawings, in preference to general drawings of the same part of the work.

t. Contractor shall exercise care with its operations near existing roads, drainage ditches, and levees. It is a requirement that Contractor maintain the roads, levees, and waterways in such condition that damage to the roads, levees, ditches, or to abutting property shall not result from his operations. Obstruction of natural flow in waterways by stockpiling or storing materials or by placement of equipment or supplies will not be permitted. Collections of debris that prohibit or inhibit normal functioning of drainage facilities shall be removed.

u. Contractor shall make all necessary provisions and do all work required by its operations under the Contract to prevent any interference with power or communications lines, with their operation or maintenance or services thereon, all in a manner satisfactory to GRDA or operator thereof and all cost incidental thereto shall be included in the bid price.

v. Any damage done by Contractor to power lines or communication lines shall be Contractor’s responsibility and may be settled and paid for by GRDA and charged to Contractor.

w. Contractor and sub-contractor(s) personnel shall not be permitted to enter substation property without prior arrangement and approval from Construction Coordinator/Inspector.

x. Contractor shall enter control building only when necessary to perform work as described in Contract. Contractor shall not use control buildings or electrical substations for storage or use its sanitation facilities.

y. Contractor shall take proper means to protect the adjacent areas, structures, and apparatus in any way encountered. The Contractor or subcontractor(s) shall cooperate with Construction Coordinator/Inspector and do its work in such a manner as to make as little annoyance as possible to the adjacent property owners and residents.

z. Contractor’s employees will properly conduct themselves at all times, keeping in mind the good customer relations which GRDA maintains.
aa. Contractor is to keep personnel, material, and vehicles on the designated landowner roads or rights-of-way.

ab. Contractor shall field assemble all equipment per manufacturer’s instructions and connect it per GRDA’s drawings and specifications.

ac. Contractor shall, at all times, have at least two crewmembers who speak fluent English. In addition, the site supervision shall be fluent in English.

ad. Contractor shall provide only qualified workers for each task, with no more than 1 apprentice for every journeyman linemen, and all workers shall perform their work in a safe manner at all times.

ae. Contractor must obtain GRDA’s permission to de-mobilize any personnel and/or equipment for the purpose of re-locating same to another project or storm recovery work. In the event of a natural disaster or other emergency situation within GRDA’s service area, the GRDA retains the right to redirect the Contractor’s personnel/equipment as a “first rights” directive to address needed repairs to GRDA’s own transmission system. In the event the GRDA must utilize the “first rights” option, compensation will be provided to the Contractor at an agreed upon price before repairs are made.

2.10 Construction Coordinator/Inspector’s Responsibility

a. The GRDA’s Construction Coordinator/Inspector shall:

1. Assist Contractor in coordinating and issuing of material.
2. Maintain a schedule of the project with information provided by Contractor.
3. Inspect Contractor’s work for conformance to specifications.
4. Prepare regular weekly reports of construction progress as required for the Design Engineer and others.
5. Assist in resolving any material delivery problems.
6. Assist Contractor in the preparation of field-initiated Contract Change Order Requests as required for approval through the Change Order process defined in Section 3.7 of the Contract.
7. Be responsible for "As Built" drawings and Equipment Capabilities Drawings.
8. Document and submit design adjustments and technical questions to Design Engineer.
9. Record any changes during construction that would improve future designs.
10. Assist in preparation of completion reports for work orders.
11. Other tasks as required to complete the project correctly and safely.
12. Require the removal from the site (in the view of GRDA) of any unqualified or unsafe contractor worker.

b. In no event shall the Construction Coordinator/Inspector's actions excuse the Contractor from its responsibility under the contract (1) to meet all technical specifications and (2) provide all safety precautions necessary in the performance of the work.

2.11 Design Engineer’s Responsibility
a. The GRDA Design Engineer shall:
   1. Review and approve payment invoices prior to forwarding them to the purchasing department.
   2. Review and, if acceptable, approve the engineering and technical changes proposed by the Contractor within any Contractor-initiated Change Order Requests prior to sending them to the General Manager for final approval.
   3. Initiate and prepare and GRDA-initiated Change Order Requests.
   4. Act as the GRDA resource to provide decisions to the Contractor concerning technical and engineering questions that may arise during the construction project.

b. In no event shall the Design Engineer's actions excuse the Contractor from its responsibility under the contract (1) to meet all technical specifications and (2) provide all safety precautions necessary in the performance of the work.

SEC. 3 EXCEPTIONS AND SCHEDULE

3.1 Exceptions: Any and all exceptions to the requirements of these specifications shall be clearly documented by bidder in bidder’s proposal.

3.2 Start of Work: Contractor shall begin work promptly after receipt of official Notice to Proceed. Before start of work, Contractor shall update the schedule provided GRDA on the bid proposal with a written work schedule or a Gantt Chart, relating the sequence, approximate duration, and approximate start/end dates for each phase of the required work.

3.3 Pre-Construction Meeting: The successful Contractor shall be required to attend a pre-construction meeting at the Engineering office in Pryor, OK or the Engineering and Technology Center in Tulsa, OK. The meeting will be held as soon as possible after the award of the contract.
TRANSMISSION LINE

CONSTRUCTION TECHNICAL REQUIREMENTS

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TR - 1   GENERAL REQUIREMENTS

1.1 Work Included:
The Contractor is to provide labor, equipment, and some limited materials to perform construction work as listed in Section 2 “SCOPE OF WORK” of the GENERAL SPECIFICATIONS.

The Contractor will complete all work in accordance with these specifications and appended drawings. GRDA will provide supplementary instructions and working drawings as conditions require.

All service interruptions are to be scheduled through the GRDA Representative with a minimum two weeks advance notice. The GRDA Representative is to review the magnitude of work involved with the Contractor before each interruption and the Contractor is to provide additional men and equipment to minimize power interruptions if GRDA deems appropriate.

At certain times of the year GRDA System Operations may object to taking some sections of line out of service. This may require moving the construction work to another section of line or another location. But, all the anticipated problems should be known at the pre-construction meeting so an order of construction can be determined at that time.

It is important to GRDA to retain good relations with property owners, government bodies, pipelines, telephone companies, and electrical utilities both during and after this project. The GRDA Representative should be informed of any difficulties that arise and he shall assist in the resolution of any disagreements or problems.

A mobile radio on the Contractor’s operating frequency is to be made available for use by the GRDA Representative during construction.

Construction materials along the line route are to be removed no later than two weeks after stringing.

CAUTION-ENERGIZED HIGH VOLTAGE CIRCUIT
The Contractor may be required to do some work in the vicinity of energized transmission or distribution lines. The Contractor should be prepared to take all necessary and prudent measures to protect personnel and equipment.

1.2 Materials:
GRDA shall furnish the material for this project as listed on the attached Bill of Material. The Contractor shall furnish material not specified as supplied by GRDA. The Contractor shall supply and install materials necessary for and reasonably assumed to be incidental to the proper completion of all work shown on the drawings and herein specified, expecting only such items as are specified or noted as being done or furnished by others.

All GRDA furnished materials will be located at the GRDA Engineering and Transmission Headquarters Warehouse (i.e., Transmission Warehouse) located on Highway 69A south of
Pryor, Oklahoma except as otherwise noted. It should be assumed that certain time variances in delivery will occur but supplier final delivery schedules will be available at the pre-construction meeting.

Proceeding each phase of work, the Contractor shall verify the availability of the material for that particular phase. Material lists for the complete project will be available at the time of construction. The GRDA Representative shall be advised immediately of any material discrepancies or problems.

Materials shown on structure and construction drawings may vary from parts used by manufacture number or type, but the general construction should remain the same.

When construction is complete, all unused and excess materials furnished by GRDA are to be sorted by size or manufacturer number and counted, then delivered to the Transmission Warehouse as directed by the GRDA Representative. The Contractor is to load, haul, and unload all excess transmission poles and materials to the GRDA Engineering and Transmission Warehouse.

1.3 Permits for Line Crossing:
The Contractor shall contact electric line, telephone, pipeline, and other underground facility owners for locations of their facilities at pole and anchor locations. The Contractor shall also contact them when digging holes before setting poles, such as stringing guard poles and for leaning existing lines that are not part of the permanent line. The Contractor is to contact the highway foreman, county commissioners, and railroad authorities before doing work at crossings and shall abide by all conditions in permits secured by GRDA. The Contractor shall also obtain permission for all required stringing guard structures at crossings.

The Contractor is to secure all federal, state, and local permits for construction and for hauling materials.

1.4 Conformity to NEC, NESC, and Other Requirements:
CODE AND STANDARDS – All materials, equipment, construction, and finished work covered by these specifications shall be completed in such a manner as to conform to the recommendations and rules of the National Electrical Safety Code (NESC), and requirements of the State of Oklahoma. Where not otherwise specified, all materials and installation shall 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), and the National Electrical Manufacturers Association (NEMA).

MATERIAL AND WORKMANSHIP – All material furnished by the Contractor shall be new and in conformance with the Specifications. All workmanship shall be technically correct and neat in appearance as performed by experienced journeymen of the appropriate trade. Any material or workmanship not conforming to the above general requirements will be summarily rejected even though the defects are not specifically mentioned herein.
2.1 Wire and Accessories:
The OPGW suspension assemblies are the cushion-grip type without armor rods. The OPGW deadend assemblies are the wedge type assemblies.

Overhead wire is #6 copper, solid strand will be attached to the pole using a grounding clamp.

2.2 Hardware:
The mounting bolts, conductor supports, grounding, etc., are similar to, or the same as, manufacturer numbers and descriptions on the material list. MF nuts are to be used on all framing bolts unless otherwise specified or provided. The Contractor is to keep a running inventory of material, and inform the GRDA Representative of any projected shortages so additional materials can be ordered in a timely manner.

2.3 Installation:
All materials are to be installed to standards common in the industry and to manufacturer recommendations.

TR - 3 R-O-W GENERAL REQUIREMENTS

3.1 Right-of-way Access:
Along the construction route, GRDA will attempt to contact property owners to inform them of proposed construction. However, the Contractor shall contact property owners to inform them of proposed construction and to discuss routes of crossing their property if straight line right-of-way access is not feasible, to acquire fence openings where GRDA has not installed gates within the right-of-way, and to assure owners that conditions stipulated when easements were secured will be met.

3.2 Gates:
If not previously installed by GRDA, the Contractor shall furnish all material required to access the right-of-way, including but not limited to matting, access road construction, culverts, gates, etc. necessary for access to the right-of-way. There will be no extra payment for any culverts, matting, fill material, etc., required by the Contractor for right-of-way access. All gates shall be installed as per the drawings unless otherwise agreed to by the landowner and GRDA. Any gate or culvert left in place after construction shall be in good working order, without defects and approved as acceptable by GRDA’s Representative. Payment for installed gates shall be as stated in the UNIT BID PRICES “Steel Gate” section of this contract.

3.3 Access from Roads:
Approaches and drainages to the right-of-way from local, county, state, or federal roads shall be made and maintained in a manner acceptable to the applicable agency. When entering the right-of-way from existing roads, the Contractor shall not alter the existing drainage courses or drainage patterns.
Sequential or straight line “down the right-of-way” access is not guaranteed. Physical constraints or restriction may require that access to adjacent structures be made from the opposite direction or other access roads.

3.4 General:
The Contractor is to instruct his personnel to keep gates closed. Contractor is responsible for any livestock that get out and for any damages caused during his work.

Construction personnel will not be permitted to drive on or park their personal vehicles on the right-of-way.

The Contractor is responsible for all trash and debris clean up along areas crossed for construction. No trash or debris shall be left on the right-of-way.

Equipment and personnel are to remain on the right-of-way at all times except for land-owner approved ingress and egress routes. The Contractor shall limit travel to necessary construction vehicles and to restrict travel and equipment size during wet ground conditions to keep right-of-way damages to a minimum.

3.5 Restoration:
Contractor shall be responsible for restoring all property to conditions prior to construction activities. This includes supplying top soil, installing seed to re-establish grass growth and filling in any ruts created by the contractor during construction as a requirement in his bid. Contractor is responsible for correcting any damages, settlements and grass growth that may or may not be identified by landowner, contractor or GRDA field representative for one year after acceptance of work.

Extreme caution is to be exercised to limit damage to yards, ditches, and fences in all developed areas. It is expected that equipment in these areas will be limited in size and scheduled during times of dry conditions to limit damages.

Any culverts, roads, fences, matting etc., installed for access to and along the right-of-way and right-of-way restoration are to be considered as Contract Requirements and are not included as a separate UNIT BID PRICE.

RIGHT-OF WAY RESTORATION SHOULD BE COMPLETED WITHIN 5 MILES OF CONSTRUCTION.

Payment for this item shall be as indicated in the UNIT BID PRICES “Right-of-Way Restoration” section of this contract.

3.6 Environmental:
The Contractor shall follow ecologically sound construction practices to ensure both public acceptance and minimal environmental degradation. Any environmental degradation shall be corrected at the Contractor’s expense.

Certain areas along the right-of-way may be designated as areas of archaeological interest and will be shown as avoidance areas on the drawings or other reports. The Contractor shall take
precautions to ensure that these areas will not be disturbed, by either construction activities or scavenging by his personnel.

Machine clearing is not permitted within 100 feet of any river-bed. Contractor access at riverbanks shall be limited to those operations required for conductor stringing only. Dredge and fill operations at riverbanks shall be prohibited.

The Contractor shall adequately control equipment maintenance operations to prevent contamination of the right-of-way and adjacent areas or natural water courses, and prevent accumulation of debris of all types and containers of liquid waste products.

**TR - 4  ADSS – OHGW - OPGW**

4.1  **References:**

4.2  **Materials:**
The Owner will furnish ADSS, OHGW, OPGW, supporting insulators and hardware as shown on the drawings and Bill of Material.

4.3  **Guard Structures:**
The Contractor shall furnish and erect all necessary guard structures prior to the installation (or removal of existing) of any lead or pulling lines ADSS, OHGW, and OPGW.

Guard structures shall be installed over power, signal or telephones lines, highways, roads, railroads navigable rivers and other objects on the right-of-way as necessary to protect the conductor, shield wires, and objects that are being guarded. Guard structures shall be set generally parallel to lines or roads being crossed. They shall be located outside of the highway right-of-way. Should a guard structure be required within a highway right-of-way, a self-propelled, rubber-tired vehicle shall be used. The Contractor shall obtain permission to set any guard structures within highway or road crossings from the proper officials before installation.

All guard structures shall remain in place until the conductors, OHGW, OPGW are dead-ended and clipped in on both sides of the crossing. After removal of guard structures, all holes shall immediately be backfilled with thoroughly compacted material.

4.4  **Reels:**
The Contractor shall take care in handling the ADSS, OHGW and OPGW reels. When lifting reels, a spreader bar shall be used to prevent lifting cables from touching the reel flanges. Reels in storage shall be securely blocked up off the ground.

All returnable reels are to be returned to GRDA Warehouse. The Contractor shall strip all excess wire, as directed by the GRDA Representative, from the reels prior to returning the reels. The Contractor is responsible for all damage or loss to reels while in his possession. His possession
shall be that time between his receiving the reels until his returning of the reels to GRDA Warehouse. The Contractor shall dispose of all non-returnable conductor reels.

4.5 Stringing Equipment:
All wire shall be installed by the tension method as described in the IEEE Guide to Installation of Overhead Line Conductors - IEEE Standard 524 – 2003 (or most recent edition)

Elastomer-lined double-bullwheel tension stringing equipment shall be used. The equipment shall be designed to maintain preset tensions at all times. The equipment shall not transfer any heat generated to the conductor. The minimum bullwheel bottom-of-groove diameter and minimum and maximum groove radii for the conductor, OHGW, and OPGW shall conform to the requirements in IEEE 524.

The tensioner shall be of the right-hand lay or left-hand lay type that is proper for the lay of the ADSS, OHGW, or OPGW. Most ACSR conductors are to be installed with right-hand lay equipment while most OPGW require left-hand lay equipment for installation.

Stringing block sheaves shall run freely on ball or roller bearings with adequate provisions for lubrication and sealing out contaminants. Sheaves shall be lined with an approved elastomer liner. Sheaves shall comply with size and type requirements in IEEE 524.

4.6 STRINGING:
ADSS, OHGW, and OPGW shall be carefully strung to avoid kinking, loosening of strands, scraping, nicking or any other damage. All wire shall not be permitted to come in contact with the ground, trees, water or guard structures.

Maximum stringing tension shall not exceed 80 percent of the sagging tension. All subconductors of a given bundle shall be pulled in together. All three phases shall be pulled under the same tension and at the same speed. Changes in tension shall be gradual.

Prestressing of ADSS, OHGW or OPGW will not be permitted. Should the conductor, OHGW or OPGW be accidentally overstressed, it may be rejected at the discretion of GRDA and the Contractor will assume all cost associated with the wire.

The slope of the ADSS, OHGW or OPGW between the stringing blocks and tensioner, puller, or snubs shall not be steeper than one vertical to three horizontal. They shall be strung so that the deflection angle of the conductor being strung does not exceed the design angle or the structure or 30 degrees, whichever is less. Minor nicks or abrasions may be cleaned and smoothed with suitable emery cloth when approved by the GRDA’s Representative.

4.7 SPLICES AND DEAD-ENDS:
Compression, formed, or bolted fittings shall be installed in accordance with the manufacturer’s recommendations.

Tools and equipment, including compressor and dies shall be provided by the Contractor for installing dead-ends and splices.
Before compressing compression fittings, a filler compound shall be applied to the fitting. Sufficient compound to fill all voids after compression shall be used. After compressing compression fittings, fittings shall be straightened to within 1/16-inch per feet of length. All projections shall be removed and rough surfaces smoothed. All compound on the surface or visible between the strands shall be removed with an approved solvent.

Splices shall not be made in spans crossing paved highway, railroads, communication lines or power lines of voltages greater than 15 kV.

Not more than one splice or repair with preformed rods on any one conductor in any one span shall be made. No permanent splices shall be pulled through stringing sheaves.

Splices and preformed repair rods shall be located a minimum of 25 feet from any structure.

4.8 SAGGING:
ADSS, OHGW and OPGW shall be sagged in accordance with the tables furnished by GRDA.

Prior to sagging, the Contractor shall measure each sag span and control span to verify exact span lengths. Wire shall be sagged within 24 hours after stringing unless otherwise approved by GRDA’s Representative.

The ruling spans of wires will be different in line sections as noted on construction drawings.

The conductor, OHGW and OPGW shall be snubbed so that the deflection angle of the snubbed conductor does not exceed the design angle of the structure. The slope of the wire shall not be steeper than one vertical to three horizontal.

A certified calibrated etched-glass wire thermometer shall be used to measure the temperature of the wire. The thermometer shall be hung in the sunlight at least 15 feet above the ground in the span in which the sag is checked.

The sagging section shall not exceed 3-1/2 miles, or 20 spans, whichever is least. When sagging single-reel pulls, the sags shall be checked in two spans – one near each end. When sagging multiple-reel pulls, or pulls greater than two miles, the sag shall be checked in three spans – one near each end and one near the middle.

The sag shall be determined using the “traveling wave method” except for dead-end to dead-end spans, in which case the sag to tension by use of a calibrated dynamometer is acceptable.

The conductor shall be sagged to within a tolerance of three inches sag increase and no sag decrease.

Sagging shall not be performed when the wind speed is greater than 20 mph. or in the opinion of GRDA’s Representative, prevents accurate measurement of the sag.

4.9 Clipping:
The conductor shall be dead-ended and clipped in no later than 72 hours after it has been sagged.
Running angle structures shall be plumb marked and clipped in first.

The manufacturer’s instructions shall be followed when installing armor grip or suspension clamp assemblies. Armor rods shall be installed as indicated. After installation the center of the rods shall be within 1 inch of the center of the clamp and the ends of individual rods shall be within ¼-inch of each other.

All suspension insulator strings shall hang vertically to a tolerance of plus or minus 1-inch after being “clipped in” when viewed transverse to the line.

4.10 Jumpers:
The jumpers shall have sufficient length for easy curvatures from dead-end to dead-end.

The jumper insulator strings shall hang vertically to a tolerance of plus or minus 1-1/2 inches when viewed from any direction.

The jumpers shall be “trained” to maintain the minimum electrical clearances indicated.

4.11 OPGW:
The IEEE Standard 524 shall be used as a guideline for the installation of OPGW in cases where it does not conflict with the manufacturer’s procedures or those procedures and requirements specified.

The Contractor shall acquire a copy of the manufacturer’s recommended installation methods and procedures for the optical ground wire (OPGW). All printed and/or verbal instructions by the manufacturer shall be followed when installing the OPGW.

Prior to the release of the OPGW cable from GRDA, a bi-directional OTDR average test on each fiber of each reel shall be performed and the results documented. The Contractor shall provide the labor and equipment for the tests.

After the OPGW installation by the Contractor is complete, a second bi-directional OTDR average test shall be performed and compared with the results of the first test. The Contractor shall provide the labor and equipment for the tests after the OPGW is installed. Should the second test reveal damage to any of the fibers during the installation or during the time period of which the OPGW was in the possession of the Contractor, the Contractor shall be responsible for replacing the bad section of cable. A bad section of cable shall constitute the length of OPGW between any two predetermined splice locations plus the excess tail length as required for splicing. The cost of the cable, the additional splice closures, and the cost of reinstallation of the replaced cable section and splice closures shall be incurred by the Contractor. The reinstalled cable shall undergo the same two bi/directional average tests as stated above and the Contractor shall be responsible for all replacement.

All tests results of the OPGW cable shall be provided to GRDA.

4.12 Payment:
ADSS, OHGW or OPGW assembly unit consists of 1,000 feet of a single wire and includes sleeves for splicing where necessary. The length of ADSS, OHGW or OPGW shall be
determined by taking the sum of all straight horizontal span distances between the centers of the structures. Payment will be made at the Unit Bid Price set forth in the Contract after the wire has been clipped in or dead-ended as applicable.

TR – 5  GROUNDING

7.1 References:
All grounding material and installation shall comply with Standards set forth by the American National Standards Institute (ANSI), the National Electrical Safety Code (NESC), and the Institute of Electrical and Electronics Engineers (IEEE).

5.2 Materials:
GRDA will furnish the grounding materials as stated in the Bill of Material. The Contractors shall furnish all materials not specified as supplied by GRDA.

5.3 Ground Wire:
Ground wire shall be 4/0 copperweld, #6 soft-drawn copper/copperweld, or #4 soft-drawn copper/copperweld as indicated on the drawings.

5.4 Payment:
Payment will be made at the Unit Bid Price set forth in the Contract for each initial ground rod at each pole location.

Payment will be made at the unit prices set forth in the Contract for each additional ground rod placed at each steel pole location. The unit price for this additional ground rod shall include 20 feet of trench - 24 inches deep, 10 feet of additional 4/0 copperweld ground wire, an additional ground rod, the necessary exothermic charges to connect this ground addition to the previous ground wire rod to the new ground rod, and backfilling of the trench with the excavated spoils. The GRDA Representative must verify the number of additional rods installed at each pole location.

TR – 6  FENCES AND GATES

6.1 References
All fences and gates must conform to Standards set forth by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), and the American Association of State Highway and Transportation Officials Standard Method of Test (AASHTO).

6.2 Material
The Contractor shall furnish all the material required for the installation of fences and gates as shown on the drawing, except those specified as supplied by GRDA.

Wood posts, bracing, and accessories: Posts and braces shall be of the dimensions specified and manufactured from Douglas Fir, Hemlock, Lodgepole Pine, or Ponderosa Pine with inner and outer bark removed and contain only air-seasoned, sound solid wood.
Post and braces shall be treated with creosote or pentachlorophenol by the Rueping empty-cell process to a final retention of not less than 10 pounds per cubic foot of wood. Timber treatment processes and preservatives shall conform to AASHTO M133.

Staples shall be made from galvanized No. 9 wire and shall be at least 1-1/2 inches in length.

Brace wires for wood posts shall be galvanized, No. 6 gauge wire, with an approved turnbuckle-style tightener.

Grace posts shall be a minimum size of 4 inches x 4 inches x length required.

Wood posts shall be a minimum length of 8 feet with tip not less than 4 inches in diameter.

**Steel posts, bracing and accessories:** Steel posts and braces shall conform to ASTM A702, hot-dipped galvanized conforming to ASTM A123.

Posts shall have notches, studs, or holes so placed as to hold the fence in proper position.

Line posts shall be 1-3/8 inch x 1/3/8 inch x 1/8 inch section weighing not less than 1.33 pounds per linear foot, exclusive of anchor. Each line post shall have an anchor attached, to conform to ASTM A702, weighing at least .067 pound. Each line post shall be minimum 6’-6” in length.

Corner, end brace and Gate posts shall be 4 inch diameter schedule 40 steel pipe. The minimum length shall be 6’-6”, except as indicated on the drawings.

**Woven-wire fence:** Woven-wire fence to be made from No. 12-1/2 gauge farm grade wire with 6-inch vertical wire spacing. The wire mesh and spiral stay shall be galvanized to conform to ASTM A642 for Class 1 coatings. The wire fabric shall conform to ASTM A116.

**Barbed-wire:** The barbed-wire shall be two-strand, 12-1/2 gauge wire with four-point bars, 5 inches on-center. A minimum installation of two rows is required for woven-fence and four rows required for barbed-wire fence. The wire shall conform to FS RR-F-221, Type I, Style 2.

**Gates and Hardware:** Gates and hardware shall be furnished by the contractor fabricated as per attached drawing “GATE DETAIL”. GRDA will furnish one lock per each gate. The contractor or landowner may furnish their own additional lock. Each gate to be 48” height by 16’ length.

Gates to be constructed of minimum 16 gauge tubular steel and may be either green or red as directed by GRDA. All joints to be welded and watertight.

Hinges to be zinc coated steel and of adequate strength for gate size. Hinges to be arranged so gates may swing back parallel with the fence.

Contractor to furnish all gates with ¼ inch x 36 inch galvanized-steel chains suitable for installing padlocks.
6.3 Installation

Contractor shall construct fences and gates in advance of any other construction. Fences and gates are to be constructed of materials of quality equal to or better than the existing fences and gates and shall be subject to GRDA and the landowner’s approval.

Gates are to be carefully aligned on a vertical gate post. The bottom of each gate shall be no less than 3 inches nor more than 5 inches above the ground when closed and shall clear the ground by at least 3 inches at all points in its swing.

Gates and newly installed fences are to be left in place at the completion of the project unless requested otherwise by the landowner or GRDA. When gates are removed, the Contractor shall construct a fence of materials of the same type, equal or better in quality than those in the original fence.

Fence grounding shall be installed by the Contractor as per GRDA’s specifications and drawings.

6.4 Payment

Payment for gates left in place will be made at the unit prices for each gate listed in the “Unit Bid Price” schedule. Unit prices shall include removal of existing fence and installation of each gate.

Payment for installation and removal of temporary gates shall be included in the Contractor’s bid prices.
PRO FORMA
Contract # 41393

For

OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES

LINES 321, 323, 344 & 371

THE GRAND RIVER DAM AUTHORITY IS AN AGENCY OF THE STATE OF OKLAHOMA AND AS SUCH IS SUBJECT TO THE OKLAHOMA OPEN RECORDS ACT, 51 O.S. §§ 24a.1, et seq.
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## APPENDIX

ATTACHMENT A – AFFIDAVIT OF NON-COLLUSION FOR PROCUREMENT OF CONTRACT

ATTACHMENT B – CERTIFICATE OF CONTRACT COMPLETION

ATTACHMENT C – CHANGE ORDER REQUEST

ATTACHMENT D – INVOICE AFFIDAVIT

ATTACHMENT E – PERSONNEL RISK ASSESSMENT

ATTACHMENT G – GRDA’S REQUEST FOR PROPOSAL WITH TECHNICAL SPECIFICATIONS FOR CONTRACT 41393

ATTACHMENT H – CONTRACTOR’S BID PROPOSAL (MODIFIED AS REQUIRED FOR THE PURPOSES OF THIS CONTRACT).
This Contract is entered into this day of , 2015, by and between the Grand River Dam Authority (“GRDA”), an Agency of the State of Oklahoma, organized and existing pursuant to 82 O.S. § 861, et seq., and (“Contractor”), incorporated in the State of .

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

1. **RECITALS.**

1.1 GRDA has called for bids for:

**CONTRACT# 41393**

**OPGW INSTALLATION BY AERIAL TRANSMISSION LINE SERVICES**

**LINES 321, 323, 344 & 371**

(The “Project”)

The parties agree that the Project will be completed in accordance with the following terms and conditions, plans and technical specifications, blueprints, drawings, and any addenda made a part of this Contract.

1.2 The terms and conditions in this Contract along with Attachments A through I constitute the entire agreement between the parties regarding the Project. This Contract supersedes all additional or conflicting terms and conditions submitted in Contractor’s bid, and all prior agreements, warranties, commitments, representations, writings, and discussions between the parties. This Contract may be amended or modified only by a Change Order. A copy of GRDA’s “Change Order Request” is attached as Attachment C. A copy of GRDA’s Request for Proposal, including all modifications, is attached as Attachment G. A copy of Contractor’s Bid Proposal, including all modifications, is attached as Attachment H. In the event of an inconsistency or conflict between anything contained within the provisions of this Contract, GRDA’s Request for Proposal, and Contractor’s Bid Proposal, the order of precedence for interpretation of the terms and conditions of this Contract is: (1) Contract; (2) GRDA’s Request for Proposal; and (3) Contractor’s Bid Proposal.

1.3 By executing this Contract, Contractor represents that it has carefully examined the Site and has informed itself of the facilities for delivery and placement of all equipment and materials. Contractor further agrees that it is responsible to evaluate the local economy, available labor, weather, and other conditions which will influence its productivity in performing the Project. Contractor understands that its ignorance and/or lack of understanding of conditions that exist or difficulties that may be encountered in the execution of the Work as a result of the failure to make necessary examinations will not excuse any failure or omission of Contractor to fulfill all of the requirements in the Contract, nor will it provide the basis of any claim for extra compensation.
1.4 GRDA and Contractor agree that the following definitions shall be applicable to this Contract:

**AGM** – Assistant General Manager of the Grand River Dam Authority.

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

**Bid Proposal** – the proposal submitted by Contractor related to the Project and attached as Attachment H.

**Certificate of Contract Completion** – the certificate issued by GRDA to Contractor stating that the Work specified in the Contract has been completed according to the terms and conditions of the Contract.

**Change Order** – a modification of the Contract signed by the parties.

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

**Contract Documents** – (1) this Contract together with Attachments A through H, (2) all plans and drawings submitted in association with the Project, and (3) any other document to which both parties have agreed in writing.

**Contract Term** – the date and time for performance as set forth in the Contract Documents. Contractor’s contractual obligations pertaining to warranty, indemnification, confidentiality, insurance, and audit rights shall survive termination.

**Contractor** – the party entering into this Contract for the performance of the required work. Contractor shall appoint a designated representative of Contractor and provide written notification to the Designated GRDA Representative.

**Designated GRDA Representative** – the person authorized to represent GRDA in connection with the Project. The AGM over the Project shall appoint the Designated GRDA Representative and will provide written notification to Contractor.

**GRDA** – the Grand River Dam Authority, an agency of the State of Oklahoma, as defined by 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.

**Request for Proposal** – all documents published by GRDA to potential bidders related to the Project which include instructions to bidders, technical specifications and a Pro Forma contract as modified by GRDA and attached as Attachment G.
Site – GRDA’s property where the Work is to be performed.

Specifications – collectively, all of the terms and stipulations contained in the specifications in Attachment G.

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

Work – the construction and services to be performed, necessary for the fulfillment of this Contract.

2. **SCOPE OF WORK.**

Contractor shall furnish all personnel and equipment, except as otherwise provided, for the Work to be performed, as described in GRDA’s Request for Proposal and at the prices agreed to in Contractor’s attached Bid Proposal. Contractor shall only perform work hereunder as authorized in writing by the Designated GRDA Representative or by an Assistant General Manager of GRDA.

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

3.1 The Contract Price as contained in Contractor’s Bid Proposal, shall be a not to exceed price of

______________ Dollars ($__________) and payable as set forth:

3.2 Partial Payments.

a) Upon completion of a task, Contractor may submit to the Designated GRDA Representative an invoice requesting payment of the Contract Price associated with the completion of the task as indicated in Contractor’s Bid Proposal. Contractor shall provide sufficient documentation with each such invoice to demonstrate that the task has been achieved.

b) Prior to the submission of each invoice following the completion of a task, Contractor shall confer with the Designated GRDA Representative to review and discuss the partial payment request. If the Designated GRDA Representative agrees that Contractor has demonstrated that the individual task has been fully performed, then the Designated GRDA Representative will accept delivery of the invoice.

c) Each such invoice shall be paid within thirty (30) days of the date on which the Designated GRDA Representative accepts delivery of it in accordance with Article 3.2(b). No interest or penalty shall be charged by Contractor for late payment until forty-five (45) days after receipt of the invoice at GRDA’s office. Five percent (5%) of each partial payment shall be withheld as retainage.
d) Contractor shall submit a completed, executed, and notarized Invoice Affidavit with every invoice for partial payment. The form for the Invoice Affidavit is attached as Attachment D.

3.3 Final Payment. Upon completion of the Work, Contractor may request final payment of the balance of the Contract Price by submitting the “Certificate of Contract Completion” form (Attachment B) to the Designated GRDA Representative. Contractor shall give written notice to the Designated GRDA Representative that the Work is ready for final inspection and acceptance, and shall at the same time submit evidence satisfactory to GRDA that all payrolls, material bills, sums due subcontractors and all other indebtedness connected with the Work have been fully paid. GRDA shall promptly make an inspection of the Work. In the event any portion of the Work is not in accordance with the plans and specifications or is faulty, whether such defect be latent or patent, discovered or undiscovered, before the final acceptance under this provision, Contractor shall at its expense remedy such deficiencies or defaults and correct any improper construction or workmanship in accordance with the Contract and warranty article herein, and shall then complete performance of this Contract in accordance with the Contract Documents. Contractor shall submit a completed, executed, and notarized Invoice Affidavit with every invoice for payment. The form for the Invoice Affidavit is attached as Attachment D.

3.4 If, upon inspection, GRDA finds that the Work has been fully completed and the Contract fully performed, Contractor and GRDA shall complete the applicable portions of the attached “Certificate of Contract Completion” form, including release of all claims and liens. Contractor shall complete the sworn affidavit on this certificate, certifying that all Work is complete in accordance with all terms of this Contract and releasing GRDA from all claims and liens. GRDA agrees not to unreasonably withhold issuance of this certificate for minor inconsistencies that Contractor has agreed in writing to remedy in accordance with the Contract. Upon receipt of the final certificate from GRDA that the Work has been completed according to the terms and conditions of the Contract documents, Contractor shall invoice GRDA for payment in full, including retainage amounts, in accordance with the prices shown in Contractor’s Bid, along with the sum of the change orders, and GRDA shall, within thirty (30) days, pay to Contractor the entire balance then due and payable unless otherwise agreed to in writing signed by both parties. No interest or penalty shall be charged by Contractor for late payment until forty-five (45) days after receipt of the invoice at GRDA’s office. If there are apparent billing errors, or amounts in dispute, payment will be delayed for those specific items until such errors or disputes are resolved satisfactorily between the parties. All submittals, operating manuals, brochures, as-built drawings, receipts for keys given to GRDA, warranties, and all other requirements of the contract shall have been submitted to GRDA before final payment is made.

3.5 It is specifically understood that GRDA’s approval of the “Certificate of Contract Completion” shall not of itself constitute an approval or acceptance of any faulty Work or defective materials, whether latent or patent, nor shall any payment, whether progress payment or final payment by GRDA, constitute a waiver and/or acceptance of any defective or faulty workmanship or materials. On such final completion, Contractor shall furnish to GRDA a release of all claims and right of lien and a sworn statement as required by law, and Contractor acknowledges receipt of statutory notice to furnish the same before final payment shall be due under this Contract.
3.6 Contractor shall 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 Designated GRDA Representative before the commencement of the additional work.

3.7 The following procedure shall apply to additional work beyond the original scope of the Contract:

   a) When it has been determined that a change is needed in the work, the GRDA Representative and Contractor shall complete applicable portions of the “Change Order Request” form (Attachment C). The “Change Order Request” shall fully describe the scope of work explaining completely what each item entails and the cost, credit, and time extension involved. Contractor shall provide a detailed breakdown of cost, showing quantities and sizes of materials, unit cost, labor, equipment, profit and overhead, and other expense items. The change in work scope described in the “Change Order Request” is not authorized until it has been approved by the GRDA Board of Directors.

   b) Change orders or addenda to contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

   c) Change orders or addenda to contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

   d) Change orders or cumulative change orders which exceed the limits stated in 3.7(b) or 3.7(c) shall require a re-advertising for bids on the incomplete portions of the Contract.

   e) All change orders shall require formal approval by the GRDA Board of Directors and the reasons for approval shall be recorded in the permanent records of GRDA. GRDA will not be responsible for payment of the additional adjusted amount until approved by the GRDA Board of Directors. The approval by the GRDA Board of Directors will be reflected in the formal minutes of the Board.

4. CONTRACTOR’S OBLIGATIONS.

4.1 Contractor shall, unless otherwise specified, provide all supervision, materials, labor, tools, equipment, and other facilities necessary for the execution and completion of the Work. All materials, unless otherwise specified, shall be new. Contractor shall, if required, furnish satisfactory evidence of the kind and quality of materials to the Designated GRDA Representative who shall approve or reject them. Contractor shall diligently perform the Work in accordance with good industry practices and in a workmanlike manner, and shall use such methods, appliances, supervision, and inspection for the performance of the Work as will assure satisfactory quality conforming to the provisions of this Contract. GRDA may provide equipment to be used by Contractor for performing authorized Work. GRDA equipment may include, but is not limited to, construction equipment, motor vehicles, boiler air bags, forklifts,
and manlifts. Contractor shall take full responsibility for the safe operation of such equipment by its employees. Contractor shall assume all risk of loss or damage to such equipment.

4.2 Contractor shall commence Work only after receiving a written authorization from the Designated GRDA Representative. Contractor shall furnish sufficient materials, equipment, and trained and experienced personnel, and shall work such hours and shall furnish such other necessities so as to assure the completion of the authorized Work in accordance with the work scope and schedule specified by the Designated GRDA Representative. Contractor agrees to utilize his best skill and judgment, and to cooperate with GRDA in every way. Contractor agrees to provide highly competent supervision and direction and to maintain at the Site the necessary material, equipment, and skilled workmen to properly prosecute the Work to completion.

4.3 Contractor shall not perform any Work without drawings and specifications approved by the Designated GRDA Representative. Where Contractor proposes to deviate from the drawings or specifications, he must have approval in writing from the Designated GRDA Representative before commencing the Work. All Work performed under this Contract shall be performed to the satisfaction of the Designated GRDA Representative, who shall, in all cases, determine the amount, quality acceptability, and fitness of the completed Work. The Designated GRDA Representative shall decide all matters which may arise as to Contractor’s fulfillment of the Contract specifications. The Designated GRDA Representative’s decision shall be final and conclusive.

4.4 Contractor shall obtain all permits, certificates and licenses which are requirements in existence on the date of Contract award, except for those specifically required or normally furnished by GRDA, and Contractor agrees to fully comply with such permits. Further, Contractor shall, where applicable, comply with all applicable codes, including, but not limited to, ASME, ANSI 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.

4.5 Contractor shall, in a good and workmanlike manner, perform and complete all the Work required by this Contract, within the time specified, which time is considered to be of the essence to GRDA, in accordance with the provisions of this Contract and the specifications. It is expressly understood and agreed by the parties that the specified times for completion of the Work are reasonable times for its completion, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

4.6 Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the GRDA Representative immediately.

4.7 Should Contractor neglect, fail or refuse to complete the Work within the times specified in the Schedule for Contract Work included in GRDA’s Request for Proposal, then Contractor agrees, as part consideration for the awarding of this Contract, to pay to GRDA One Thousand Dollars ($1,000.00) not as a penalty, but as liquidated damages for each such breach of contract, for each calendar day beyond the Required Completion Date set forth in the
Specifications in Attachment G. In computing the time actually taken to complete the Work, the length of time (expressed in days or parts of days) during which the Work or any part of it has been delayed as a result of any act or omission of GRDA, (which shall be determined as certified in writing by the Designated GRDA Representative, and shall be binding and conclusive upon Contractor), or any force majeure event, shall be allowed to Contractor and excluded from the computation.

4.8 The liquidated damages described above are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages GRDA would sustain in such event. The amount is agreed by the parties to this Contract to be the amount of damages which GRDA would sustain. GRDA may, in addition to any other amount retained, retain amounts from time to time if periodic payments are made. IT IS FURTHER AGREED THAT TIME IS OF THE ESSENCE OF EACH AND EVERY PORTION OF THIS CONTRACT AND OF THE SPECIFICATIONS IN WHICH A DEFINITE AND CERTAIN LENGTH OF TIME IS FIXED FOR THE PERFORMANCE OF ANY ACT WHATSOEVER; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. A request for extension of time shall be filed with the GRDA Procurement Administrator within twenty (20) days from the date when any alleged cause for delay shall occur. No extension shall be deemed to be a waiver by GRDA of any of its rights under this Contract.

4.9 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly as far as possible, but it is expressly understood and agreed that the rate of progress and the time for completing the Work is subject to extension and revision in the event that Contractor is delayed in performance due to unforeseeable causes beyond its control and without its fault.

4.10. Contractor agrees to provide, no later than fifteen (15) days prior to any on-site activity, a completed Personnel Risk Assessment form (Attachment E) 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. Contractor, at no additional cost to GRDA, shall immediately remove or cause to be removed from the Site, whenever requested in good faith by GRDA, any representative considered by GRDA to be incompetent or unfit. Such person may not again be employed at the Site. Contractor shall provide replacement personnel at Contractor’s expense, approved by the Designated GRDA Representative. Only those persons successfully completing the Personnel Risk Assessment and approved by the Designated GRDA Representative may enter onto the Site.

5. BONDS AND INSURANCE.

5.1 Contractor shall furnish a surety bond or bonds, or an irrevocable letter of credit with terms acceptable to GRDA in the amount of 100% of the total Contract price prior to the execution of this Contract with terms acceptable to GRDA. Such bond(s) or irrevocable letter of credit shall be valid for a period of one (1) year after acceptance of the Work, or to the end of the Base Warranty Period as defined in Article 1.4 of the Contract, whichever is sooner, and shall be renewed for additional one (1) year periods for each and every year this Contract is in full force and effect, and shall be to guarantee the following:
a) That all material liens, subcontractor liens or any other legal encumbrances under this contract are paid; and

b) Proper and prompt completion of the Work in accordance with the provisions of the Contract and specifications; and

c) Proper and prompt correction of any defects of workmanship or materials during the warranty period.

5.2 All bonds shall be in a form approved by GRDA with terms acceptable to GRDA. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds. The bond(s) shall have as surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570. The Federal Circular may be found at [http://www.fms.treas.gov/C570/c570_a-z.html](http://www.fms.treas.gov/C570/c570_a-z.html).

5.3 Contractor, at its own expense, shall 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 shall maintain for the duration of this Agreement 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 Agreement. The commercial general liability insurance policy cannot exclude the perils of explosion, collapse and underground hazards. The commercial general liability insurance policy shall be written on an occurrence basis. The limits of liability shall not be less than One Million Dollars ($1,000,000) per occurrence. If the commercial general liability utilizes a general aggregate limit, then the general aggregate limit shall 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 shall 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 shall 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 shall stipulate that the insurance afforded to the additional insureds shall 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 shall maintain for the duration of this Agreement 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 shall not be less than One Million Dollars ($1,000,000) per accident for bodily injury and property damages. The automobile liability insurance policy shall be written on an occurrence basis.

c) **Workers’ Compensation and Employer’s Liability Insurance.** For the duration of this Agreement, Contractor shall provide workers’ compensation insurance sufficient to meet its obligations under the laws of the State of Oklahoma. Further, Contractor shall 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 shall 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 shall 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 Section.

5.4 **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 affect 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.

5.5 A certificate of such insurance shall be forwarded to the Legal Department, Grand River Dam Authority, P. O. Box 409, Vinita, Oklahoma 74301. The certificate must show the name and address of the insured, particular work covered, limits of coverage, policy number, effective and expiration dates and cancellation requirements. Should any of the above described policies be cancelled before the expiration date, the issuing insurer will endeavor to mail 30 days written notice to GRDA, but failure to do so shall impose no obligation or liability of any kind upon the insurer, agents or representatives.

6. **CONTRACT TERM AND TERMINATION.**

6.1 The period of performance under this Contract shall be as provided in the specifications and Contractor’s Proposal from the effective date of this Contract unless sooner terminated as provided for herein.

6.2 GRDA may terminate this Contract for convenience upon thirty (30) days prior written notice to Contractor or should the work be delayed for a period in excess of ninety (90) days due to a force majeure condition. Termination charges in either event will include a portion of the purchase price reflecting the amount of work performed, man hours expended and materials acquired at the time of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Contractor and its suppliers, and
any applicable costs allocated in contemplation of performance, including profit and overhead costs associated with the work performed, but not including any consequential damages. Contractor will make every reasonable effort to minimize such termination charges. All termination charges shall be due and payable thirty (30) days from the date of receipt of Contractor’s invoice. No interest or penalty shall be charged by Contractor for late payment until forty-five (45) days after receipt of the invoice at GRDA’s office.

6.3 If Contractor fails, at any time during the performance of the Work, to provide the necessary crews, tools, and equipment for the performance of the Work, 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) cancel this Contract in its entirety and pay to Contractor the reasonable value of the work completed to date of cancellation; or (ii) relet the work to another Contractor. In such event, Contractor shall not be entitled to any consequential damages. If reasonable remediation efforts are taken by Contractor in a timely manner, then GRDA will continue to allow Contractor to complete the remedial action without declaring Contractor to be in default. Following completion of the work under (ii) above, Contractor shall be entitled to receive the balance of the amount owed Contractor as specified in this Contract, less the cost to GRDA for completion of the work; provided, however, the cost of completion, plus any payments previously made to Contractor, shall not exceed the Contract Price plus any approved change orders. GRDA’s remedies in the event of default by Contractor, as described in this paragraph shall not be construed as a waiver of other rights or remedies to which GRDA may be entitled by virtue of such default.

6.4 Upon termination of the Contract by GRDA, GRDA shall be released from further liability to Contractor or Surety Company. If Contractor cannot be located, the payment for any amount owed to Contractor for work performed shall be held in GRDA funds for Contractor for a period not to exceed thirty-six (36) months at which time the payment shall be deposited in the GRDA Revenue Fund. This shall release GRDA from any further liability to Contractor or Surety Company.

6.5 GRDA may, at any time and in its sole discretion, suspend performance of all or part of the Work. GRDA will provide a written notice to Contractor specifying the extent to which the Work is suspended and identifying the effective date of the suspension. Contractor shall suspend performance of the Work on the effective date to the extent specified in the notice, but shall continue to perform the Work not suspended. Pending receipt of GRDA's instructions, Contractor agrees to protect and preserve items committed to or purchased for the suspended Work. Contractor shall use all reasonable means to minimize the consequences of a suspension.

If the suspension is unrelated to Contractor's failure to comply with this Contract, GRDA will adjust the schedule to reflect the reasonable delay due to the suspension and will reimburse Contractor for the reasonable and direct additional costs incurred by Contractor due solely to the safeguarding or storage of the Work in accordance with GRDA's instructions. Contractor will not be entitled to an extension of the schedule or additional compensation if suspension is due to causes related to Contractor's failure to comply with this Contract. Contractor's sole and exclusive remedies for a GRDA-directed suspension shall be those set forth directly above.
Contractor shall promptly resume performance of all or part of the suspended Work in accordance with GRDA's written authorization to resume the Work. Contractor must present all claims and supporting materials related to a suspension under this Article within ten (10) calendar days after the date set by GRDA for resumption of the suspended Work. Failure of Contractor to present all Claims within the ten (10) calendar–day period will constitute a waiver of Contractor's right to receive an extension of the schedule or additional compensation related to the suspension.

Contractor may not suspend performance of the Work except as directed by GRDA under this Article.

7. SUBCONTRACTING.

7.1 Except as provided in Contractor’s Bid Proposal, Contractor shall not subcontract any portion of the Work without first obtaining GRDA’s written consent. Approval of any Subcontractor by GRDA shall not constitute a waiver of GRDA’s right to reject work not in conformance with the Contract. This right of Subcontractor and subcontract approval does not extend to individuals or entities providing services to Contractor under personal or professional service contracts or subcontracts.

7.2 The requirements in this Contract shall also apply to each succeeding tier of Contractor’s Subcontractors.

7.3 Contractor shall be fully responsible for acts and omissions of its Subcontractors. Nothing in this Contract shall 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.

7.4 Contractor shall be responsible for the management and performance of its Subcontractors in the performance of the Work.

7.5 Contractor shall inspect and promptly report to GRDA any and all defects of such other work as would render it unsuitable for proper performance under this Contract. Failure by Contractor to inspect and report any such deficiency by any Subcontractor shall constitute its acceptance of the work of such Subcontractor as being fit, adequate and proper for the reception of the required work, but this clause shall not be construed or interpreted as relieving Contractor of the primary responsibility of due performance of this Contract in a good and workmanlike manner which shall extend to and encompass any and all work done under this Contract.

7.6 Contractor will pay the Subcontractors the amounts to which they are entitled no later than seven days after Contractor receives payment from GRDA. GRDA has the right to request written evidence from Contractor that Contractor has properly paid the Subcontractors. If Contractor fails to furnish such evidence, then GRDA will have the right to contact the Subcontractors to determine whether they have been properly paid.

7.7 GRDA does not have an obligation to pay the Subcontractors. GRDA does not have an obligation to ensure that the Subcontractors are properly paid by Contractor. Should GRDA determine that a Subcontractor has not received payment for its portion of the work,
GRDA may directly pay the Subcontractor the amount that it is owed and deduct that amount from any future payment to Contractor or issue a separate invoice to Contractor.

8. INDEMNITY AND LIABILITY.

8.1 The Parties intend that each shall be responsible for its own acts or omissions to act. GRDA shall be responsible for any damages or injuries caused by the acts or omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. § 151, et seq. Contractor shall be responsible for any damages 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 in the performance of the Contract. It is the express intention of the parties hereto that this agreement shall 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, employer-employee or otherwise create any joint and several liability.

8.2 GRDA acknowledges and agrees that Contractor shall have no liability for any damages under any theory of liability for losses, damages, expenses or any other type of claim caused, in whole or in part, by any subcontractor or supplier that has been specifically named and specified as required in the GRDA Request for Proposal attached to this Contract. Contractor will reasonably and fully cooperate in assigning or liquidating any such claim to allow GRDA to attempt to recover damages from the responsible subcontractor or supplier.

8.3 To the fullest extent allowed by applicable law, in no event will GRDA or Contractor 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, claims by customers of GRDA, or governmental fines or penalties. This waiver shall not apply to the liquidated damages provided for in this Contract.

8.4 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 the GRDA.

8.5 GRDA does not waive any protection it has under the Governmental Tort Claims Act (51 O.S. § 151 et seq.)

9. WARRANTIES.

9.1 Contractor warrants that the equipment and Work to be provided will conform to all specifications which are part of this Contract, will be free of defects in workmanship or material, and will be designed for the purposes stated in the specifications for a Base Warranty Period of one (1) year commencing from the date of completion of the installation.

9.2 If any failure to conform to the foregoing warranties is discovered before one (1) year after completion of installation, and GRDA gives Contractor written notice during or within thirty (30) days after the expiration of the warranty period, then Contractor shall promptly correct such nonconformity at its sole cost and expense.
9.3 The warranty on the repaired or replaced equipment, or the correction of defective workmanship, provided by Contractor pursuant to the provisions of this warranty, will be on the same terms and conditions as set forth herein commencing from the date of such repair, replacement and/or rework.

9.4 If under the provisions of the Contract, Contractor is notified by GRDA to correct defective or non-conforming Work, and Contractor states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, GRDA may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of non-conforming Work by the most expeditious means available and back-charge Contractor for the costs incurred. Furthermore, if GRDA agrees or is required to perform Work for Contractor, such as cleanup, off-loading or completion of incomplete Work, GRDA may, upon written notice, perform such Work by the most expeditious means available and back-charge Contractor for the costs incurred. The cost of back-charge Work shall include labor, materials, and other direct costs. The back-charge notice will request Contractor’s concurrence for GRDA to proceed with the required Work. Failure of Contractor to grant such concurrence shall not impair GRDA’s right to proceed with Work and back-charge Contractor under this or any other provision of the Contract.

9.5 GRDA shall separately invoice or deduct from payments otherwise due to Contractor the costs as provided herein. GRDA’s right to back-charge is in addition to any and all other rights and remedies provided in this Contract. The performance of back-charge Work by GRDA shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express warranties, specified standards for quality, contractual liabilities, and indemnifications.

10. **FORCE MAJEURE.**

10.1 Contractor will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any cause beyond the control of Contractor or its suppliers if such cause was not reasonably foreseeable, or from any act of God; act of civil or military authority; act of war, whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority or GRDA; civil disturbance; insurrection or riot; sabotage; terrorist activities; fire; earthquake; flood; strike, work stoppage or other labor difficulty; embargo; car shortage; fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor or materials from usual sources.

10.2 In the event of a delay in performance excusable under this Article, the date of delivery or time for performance of the Work will be extended by a period of time reasonably necessary to overcome the effect of the delay.

11. **TITLE.** Title to all materials and Work furnished by Contractor hereunder shall pass to GRDA upon Contractor’s receipt of payment as provided in Article 3.1. Notwithstanding the terms of any agency appointment agreement entered into by the parties, Contractor shall retain all liability for, and risk of loss or injury to all materials and Work to be furnished by Contractor until final approval and acceptance of complete performance of this Contract.
12. **ASSIGNMENT.** Contractor shall not assign or transfer any work under this Contract without the prior written consent of GRDA. Any assignment by Contractor to which GRDA agrees shall 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. **TAXES.** The prices herein are exclusive of any present or future federal, state or municipal sales, use, property, gross receipts, gross income, excise, value added or other similar taxes with respect to the work performed herein. If Contractor is required by applicable law or regulation to pay or collect such taxes on the Work performed, then GRDA shall pay such tax or reimburse Contractor for any payment of any such tax made by Contractor which is in addition to the Contract Price.

15. **PATENTS.**

15.1 Contractor will, at its own expense, defend, or, at its option, settle any suit or proceeding brought against GRDA so far as based on an allegation that any equipment furnished and used by Contractor in furtherance of the Work, work on GRDA’s material, or process performed by Contractor in connection with the equipment/service or use thereof for its intended purpose constitutes an infringement of any United States patent, copyright or trade secret, if Contractor is notified promptly in writing and given authority, information and assistance in a timely manner for the defense of said suit or proceeding. Contractor will pay the damages and costs awarded in any suit or proceeding so defended. Contractor will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the 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, GRDA’s material or process; (ii) replace it with a substantially equivalent non-infringing equipment, GRDA’s material or process; or (iii) modify the equipment, GRDA’s material or process so it becomes non-infringing.

15.2 Contractor will have no duty or obligation to GRDA under this Section to the extent that the equipment, work on GRDA’s material, or process is supplied according to GRDA’s instructions if compliance therewith has caused Contractor to deviate from its normal course of performance, and by reason of said instruction, a suit is brought against GRDA.

16. **COMPLIANCE WITH LAWS.**

16.1 In the performance of any work under this Contract, Contractor and its suppliers shall comply with all applicable provisions and requirements of the Civil Rights Act of 1991 and any amendments thereto, the Fair Labor Standards Act of 1938 and amendments thereto, the Occupational Safety and Health Act of 1970 and all other federal, state and local laws, including but not limited to environmental laws. The Contract Price, as contained in Contractor’s Bid Proposal for the work hereunder, is based on compliance by Contractor with these laws and requirements as they are in effect on the date of the offer prepared by Contractor. If any failure by Contractor or any subcontractor to comply with such laws, regulations or enactment shall
result in any fine, penalty, cost or charge or expense being assessed or levied against GRDA, Contractor agrees to indemnify GRDA for such expenses.

16.2 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. Section 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Section 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 shall have reasonable access to the areas of Contractor’s plants where the work under this Contract is being performed to enable GRDA to observe tests on the work. Contractor, if requested, will inform GRDA of those tests and procedures which can be witnessed and the schedule for those test and procedures. If GRDA wishes to witness a test or procedure, GRDA will timely notify Contractor of its intent. However, 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 Supplier’s premises. Any tests conducted at the Site shall likewise contain the same rights.

18. ACCOUNTING AND AUDIT RIGHTS.

18.1 For all contracts other than those on a fixed price basis, 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 with the understanding that any such requests by GRDA for such information will comply with and be in accordance with generally accepted accounting principles and practices. In determining the amount of compensation payable to Contractor, Contractor shall, 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, in accordance with generally accepted accounting principles and practices.

18.2 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, shall 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 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 rules or regulations issued thereunder now in effect or as amended. GRDA shall designate an area for hazardous waste storage at the Site where waste containers are to be placed by Contractor. Contractor shall, 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 shall pre-approve any waste contractor and disposal facility proposed to be utilized by Contractor prior to the waste leaving the GRDA job site. Further, Contractor shall employ procedures to minimize the generation of hazardous waste during the performance of its work hereunder.

20.2 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 rules or regulations issued thereunder now in effect or as amended. GRDA shall designate an area for non-hazardous waste storage at the Site where waste containers are to be placed by Contractor. Contractor shall, 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 shall pre-approve any waste contractor and disposal facility proposed to be utilized by Contractor prior to the waste leaving the GRDA job site. Further, Contractor shall employ procedures to minimize the generation of non-hazardous waste during the performance of its work hereunder.

21. INTELLECTUAL PROPERTY LICENSING.

21.1 Contractor hereby grants to GRDA a nonexclusive, non-sublicensable, and royalty-free license to use the Work, 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. Contractor, at its sole option and discretion, may provide GRDA with updates and improvements for the software for an additional cost and these shall also be covered by the provisions of this Agreement.

21.2 GRDA shall maintain the confidentiality of the design and construction related documents, blueprints, drawings, and computer programs by limiting access to those documents and materials to its employees, agents, or consultants having a need to know. In addition, GRDA shall employ reasonable measures to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the software and shall treat such with no lesser care than its own confidential information.

22. CONFIDENTIALITY.

22.1 Contractor agrees to accept and hold drawings, specifications, identified computer software, materials and information furnished by GRDA hereunder in complete confidence, and further agrees not to divulge such to any third party or use the same for its own benefit, except to the extent of performing the work hereunder. 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.

22.2 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. Contractor may have a proprietary interest in information that may be furnished to GRDA pursuant to the Contract. To the extent permitted by applicable law, GRDA will keep in confidence and will not disclose any information which is specifically designated in writing by Contractor as being proprietary to Contractor without the prior written permission of Contractor or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall 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., may require GRDA to disclose information which has been designated by Contractor as proprietary and confidential. When GRDA receives a request to disclose information which has been designated by Contractor to be confidential or proprietary, before disclosing the information GRDA will provide Contractor with advance written notice of the information requested and GRDA’s intent to disclose, and make a reasonable effort to secure confidential treatment of the information to be disclosed.

23. APPLICABLE LAW. The words and phrases of this Contract shall be given their ordinary English meaning and this Contract shall be interpreted and construed in accordance with the laws of the State of Oklahoma.

24. NOTICES. Except as otherwise provided, all notices required or permitted to be given shall be in writing and shall 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 facsimile 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:

__________________________________

__________________________________

__________________________________

GRDA Procurement Administrator:

__________________________________

__________________________________

___________________________________________________________________________

GRDA Assistant General Manager:
This Agreement entered into as of the day and year first above written.

GRAND RIVER DAM AUTHORITY

ATTEST:
(Seal)

By ______________________________
Daniel S. Sullivan, General Manager/CEO
Director of Investments

Sheila Allen, Secretary

(CONTRACTOR)

ATTEST:
(Seal)

By ______________________________
(Title)

_____________________
Secretary
GRDA Visa Program:

GRDA provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. Preference may be shown during the evaluation process to bidders that agree to accept Epay for payment of invoices.

To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser:

www.bankofamerica.com/epayablesvendors

Acceptance Signature: ______________________________

Designated Accounts Receivable Contact for Epay remittance advices:

Name: _______________________________

Phone: _______________________________

Email: _______________________________
Attachment A

AFFIDAVIT OF NON-COLLUSION FOR PROCUREMENT OF CONTRACT
(Attached to and a Part of the Contract)

STATE OF _________________  )
COUNTY OF _________________  )

_________________________________, of lawful age, being first duly sworn, on oath
says that (s)he is the agent authorized by _________________________________, to
execute the contract of which this affidavit is a part. Affiant further states that the
Contractor has not paid, given or donated or agreed to pay, give or donate to any officer
or employee of the GRAND RIVER DAM AUTHORITY, any money or other thing of
value, either directly or indirectly, in the procuring of this contract.

___________________________________
(Agent Authorized by Contractor)

___________________________________
(Complete Legal Name of Contractor)

Subscribed and sworn to before me this ______ day of ______________, 201__.

___________________________________
(Notary Public)

My Commission Expires:

____________________
(Date)

Commission No.:  
__________________
Attachment B

State of Oklahoma
Grand River Dam Authority

Certificate of Contract Completion

<table>
<thead>
<tr>
<th>Project Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td></td>
</tr>
<tr>
<td>Contract Date</td>
<td></td>
</tr>
<tr>
<td>Contract Amount</td>
<td></td>
</tr>
</tbody>
</table>

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 Oklahoma, County of ____________________________.

Personally appeared before me this ____________________ day of _______________________, 201____.

___________________________________________, 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: ________________________________

Distribution:
☐ GRDA Legal Department
☐ GRDA Finance Department
☐ Responsible GRDA Assistant Manager
☐ Contractor
Attachment C

State of Oklahoma
Grand River Dam Authority

Change Order Request

DO NOT PROCEED WITH WORK DESCRIBED HEREIN UNTIL ALL ENTITIES LISTED BELOW HAVE SIGNED THIS DOCUMENT. This request for modification shall be prepared by the Contractor. This form is required to be submitted. All costs must be broken down. THIS WORK IS NOT AUTHORIZED UNTIL ALL ENTITIES HAVE SIGNED THIS DOCUMENT.

Date of Request
Project Name
Contractor Number
Contractor
Contract Date

DESCRIPTION OF CHANGE (Write a description of scope and reasons for change):

BREAKDOWN OF ADDITIONAL CONTRACT COSTS FOR CHANGE ORDER REQUEST (Show details of materials, labor, equipment, subcontractors, overhead, and profit):

<table>
<thead>
<tr>
<th>Contractor Representative (Printed)</th>
<th>Signature of Contractor Representative</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order Reviewed and Recommended By:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designated GRDA Representative</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>GRDA Procurement Administrator</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Responsible GRDA AGM</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Change Order Approved By:

| GRDA General Manager | Date |

ATTEST:

(Seal) Secretary | Date |

GRDA Board of Directors | Date |
Attachment D

Invoice Affidavit
Certification for Payment
(For Projects under the Statutory Amount or Minor Project without a Design Consultant)

☐ Progress Payment  Date of Progress Invoice:________________________
☐ Final Payment  Date of Final Invoice:________________________

STATE OF OKLAHOMA  )  Project Name: ________________________________
COUNTY OF ___________________________ )  ss  Project No.: ____________________

CONTRACTOR OR SUPPLIER – COMPLETE THIS SECTION (Choose Appropriate Option)

☐ Option 1: Contract Award is Less than $50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

☐ Option 2: Contract Award is Greater than $50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from GRDA, and that current payment shown herein is now due.

Firm Name  Printed Name and Title

________________________  ________________________________
Signature

(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)

Subscribed and sworn to before me this ____________ day of ________, ________
by ______________________________

Notary Public
My Commission Expires ____________________

CERTIFICATION OF SUPERVISORY OFFICIAL (GRDA’s Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to GRDA that to the best of the Supervisory Official’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

Signature  Title  Date

Printed Name  Date

GRDA/CAP – FORM 001 (01/2013)  Page 1 of 1
I hereby acknowledge that in order to have access to GRDA project sites, I am subject to a background investigation to determine whether I meet security and suitability standards, and consent to such an investigation by GRDA or its agents. This investigation may include, but is not limited to, a verification of identity, self-disclosure data, and criminal history. I hereby authorize any person, agency, organization, or institution to release to GRDA or its agents such information as may be requested about me, based on a determination that the information is necessary or appropriate to the investigation.

I acknowledge that information collected pursuant to this investigation will be treated by GRDA as confidential, to the extent required by law.

I acknowledge that I acknowledge that disclosure of information is voluntary and that I may withdraw my authorization/consent at any point; but, in doing so, I will not be eligible for access to GRDA project sites.

I have read and understand all of the terms contained in this Authorization, Consent, and Acknowledgment.

Name (print): ____________________________________________

Other Names Used: ____________________________________________

(Maiden, previous marriages, aliases, nicknames, etc.)

Company Name: ____________________________________________

Race: _______ Sex: _______ Felony Conviction(s): _______ Date of Birth: _______ (mm/dd/yyyy)

Birth Place: ____________________________________________

City: ____________________________________________ State: ____________________________________________ Country: ____________________________________________

Soc. Sec. No.: ____________________________________________

Drivers License #: ____________________________________________ State: ____________________________________________ Expiration Date: ____________________________________________

Current Street Address: ____________________________________________

City, State, Zip Code: ____________________________________________

Home Phone: ____________________________________________ Cell Phone: ____________________________________________

Signature: ____________________________________________ Date: ____________________________________________
**SERVICE WORK AUTHORIZATION FORM**

<table>
<thead>
<tr>
<th>Name of Contract:</th>
<th>Date: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>________________________________</td>
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<tr>
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</tr>
</tbody>
</table>

Contractor is authorized to perform the following service work:  

| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |

Estimated number of staff and materials required:

| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |

Estimates By:  

Contractor Representative

Service Work Authorized By:  

Designated GRDA Representative

Detailed Description of Service Work Performed:

| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |
| ________________________________ | ________________________________ |

Completed Service Work Inspected By:

<table>
<thead>
<tr>
<th>Date</th>
<th>________________________________</th>
<th>Contractor Representative</th>
</tr>
</thead>
</table>

Completed Service Work Accepted/Recommend Payment:

Designated GRDA Representative