



# Request for Proposal

## Insulation & Scaffolding Services

### **Contract 41106**

*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.*



**December 2015**

**ADVERTISEMENT FOR BIDS:**

**BID OPENING: 2:00 p.m. CENTRAL TIME, December 15, 2015.**

The Grand River Dam Authority will receive Bids on:

**Contract 41106  
Insulation & Scaffolding Services**

at the Grand River Dam Authority Administrative Headquarters, located at 226 W. Dwain Willis Ave., Vinita, Oklahoma, 74301. Bids will be opened at **2:00 p.m. Central Time, Tuesday December 15, 2015**, and then publicly opened and read aloud at a designated place. Bids received more than ninety-six (96) hours excluding Saturdays, Sundays, and holidays before the time set for the opening of the Bids and/or Bids received after the time set for the opening of the Bids will not be considered and will be returned unopened. All interested parties are invited to attend.

Bids must be submitted in a sealed envelope marked **“Sealed Bid – Contract 41106 – Insulation & Scaffolding Services”** and addressed to:

Nita Wade, Procurement Administrator  
Grand River Dam Authority  
Administration Headquarters  
Post Office Box 409  
226 West Dwain Willis Avenue  
Vinita, Oklahoma 74301-0409

Questions will be received until Wednesday, November 25, 2015 at 4:30 p.m. Central Time at [nitawade@grda.com](mailto:nitawade@grda.com).

**A non-mandatory job site examination for prospective Bidders will be held at 9:00 a.m. Central Time, Thursday November 19, 2015**, at the Grand River Energy Center, Chouteau, Oklahoma. Please contact Ms. Wade, [nitawade@grda.com](mailto:nitawade@grda.com) for specific directions to site. Failure of a prospective Bidder to attend will not affect GRDA's consideration of its Bid. GRDA will not be bound by any statement made at this site visit.

Each Bid must be submitted in accordance with the “Requirements for Bidding and Instructions to Bidders” contained in the Request for Proposal. Each Bid must be accompanied by a certified check, cashier's check, or bid bond equal to five percent (5%) of the Bid. Each Bid must include a completed Non Collusion Affidavit and other required documents, as stated in the Request for Proposal. The Grand River Dam Authority reserves the right waive any informalities or to reject any or all Bids.

Awarded Vendors will be required to provide Performance, Maintenance, and Defect Bonds in the amount equal to their bids.

RFP may be found at the link below.  
RFP 41106 – [www.grda.com/bids/rfp41106](http://www.grda.com/bids/rfp41106)

It is the responsibility of the vendor responding to this RFP to check the GRDA website throughout the bidding period for any potential amendments that may be posted for this bid.

# REQUEST FOR PROPOSAL, REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

## **SPECIFIC REQUIREMENTS**

### 1. Receipt and Opening of Bids

The Grand River Dam Authority ("GRDA"), invites sealed Bids on the attached form Sealed bids for the **Contract 41106 – Insulation & Scaffolding Services**, will be opened at **2:00 p.m. Central Time, December 15, 2015**. Bids received more than ninety-six (96) hours excluding Saturday, Sunday and holidays before the time set for the opening of the Bids or Bids received after the time set for opening of Bids will not be considered and will be returned unopened. **Bids must be submitted in a sealed envelope marked "Sealed Bid – Contract 41106 –Insulation & Scaffolding Services" and** addressed to:

Nita Wade; Procurement Administrator  
Grand River Dam Authority  
Administration Headquarters  
226 W. Dwain Willis Ave.  
P.O. Box 409  
Vinita, Oklahoma 74301-0409

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

GRDA may waive any informalities or reject any and all Bids. Bids may not 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 for a period of 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 insulation & scaffolding services. GRDA may make such investigations as necessary to determine the ability of the Bidder to perform the work and the Bidder must furnish to GRDA all information and data for this purpose that GRDA requests. GRDA reserves the right to reject any Bid if the evidence submitted by, or investigation of the Bidder fails to satisfy GRDA that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

### 3. Addenda and Interpretations

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

**Every request for interpretation must be in writing addressed to [nitawade@grda.com](mailto:nitawade@grda.com)** and to be considered, the written request for interpretation must be received by 4:30 p.m. Central Time, Wednesday, November 25, 2015. All interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the GRDA website not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve the Bidder from any obligation under this Bid as submitted. All addenda so issued shall become part of the Contract Documents.

4. Clarifications, Revisions, or Changes: All clarifications, revisions, or changes will also be posted to the GRDA website. Failure of any bidder to receive any clarifications, revisions or changes will not relieve the Bidder from any obligation under this bid as submitted.
5. Tax Exempt Status: GRDA is exempt from the payment of any Sales or Use Taxes and, pursuant to 68 O.S. § 1350, *et seq.*, and § 1401, *et seq.*, direct vendors to GRDA are also exempt from the payment of those taxes.
6. Contract: 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 to the Bidder in writing by certified mail with return receipt requested addressed to the Bidder at its place of business as stated in the Bid. If the Bidder to whom the Contract is awarded fails to execute the Contract and deliver the required security, the Bidder will be deemed to have abandoned the Contract and the amount of the check or bond accompanying the Bid shall be due and payable to GRDA as liquidated damages for such failure and not as a forfeiture.

**All work is to be done in strict accordance with the Contract and specifications attached to this Request for Proposal. Bidders must thoroughly examine the Pro Forma Contract under which the work is to be done. Exceptions taken to the Pro Forma 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 specification. Incomplete proposals may be cause for rejection of a Bid. GRDA will consider a proposal to be incomplete if the Bidder submits another form of Contract in lieu of GRDA's attached Pro Forma Contract. Bid Proposals will become the property of the Grand River Dam Authority.
8. Bid Comparisons: In comparing Bids, GRDA will take into consideration not only the prices but also items such as 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 acknowledges 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.
10. Knowledge of Contract Documents: At the time of the opening of Bids, each Bidder will be presumed to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure of any Bidder to examine any form, instrument or document shall in no way relieve it from any obligation in respect to its Bid.
11. Site Inspection: A job site examination for prospective Bidders will be held at 9:00 a.m. CT, Thursday, November 19, 2015, at the Grand River Energy Center, Chouteau, Oklahoma. Failure of a prospective Bidder to attend will not affect GRDA's consideration of its Bid. GRDA will not be bound by any statement made at this site visit.
12. Documents to be Submitted: Any Bid submitted must contain complete and executed originals of the following documents contained in the *REQUEST FOR PROPOSAL* in this order:
- *COVER LETTER identifying the project and contract number*
  - *PROPOSAL TO THE GRAND RIVER DAM AUTHORITY FOR CONTRACT 41106 – INSULATION & SCAFFOLDING SERVICES*
  - *BID BOND [NOTE: The Bidder shall include the required Bid security (5% of Bid).*
  - *LIST OF SUBCONTRACTORS*
  - *EXCEPTION STATEMENT*
  - *RATE QUOTATION SHEET*
  - *NON-COLLUSION AFFIDAVIT*
  - *BUSINESS RELATIONSHIPS AFFIDAVIT*
  - *GRDA VISA PAYMENT*
  - *LISTING OF APPLICABLE EXPERIENCE*  
*Resumes For Project Superintendent and Project Manager*
  - *EQUAL OPPORTUNITY EMPLOYER STATEMENT*
13. Equal Employment Opportunity Statement: Any Bid submitted must include a written acknowledgement that Bidder is an Equal Opportunity Employer.

14. 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](http://www.fms.treas.gov/C570/c570_a-z.html). The security shall be equal to five percent (5%) of the total Bid and shall be deposited with GRDA as a guaranty. 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 the Bidder has not been notified of the acceptance of its Bid.
15. 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 Article 5 of the Pro Forma Contract. Such bonds shall have as surety thereon a surety company authorized and registered to do business in Oklahoma and listed in Federal Circular 570.
16. Any Bid submitted must contain the following documentation and demonstration of technical competence:
  - The Bidder shall include with its Bid a listing of at least five (5) reference facilities in the utility or refinery industries where the Bidder has provided insulation & scaffolding services in the past five (5) years. See "Listing of Applicable Experience" Table.
  - The Bidder must have a local office (within 60 miles), provide the address of that office, and have local personnel and equipment immediately available for emergency work.
17. Price Schedule: All proposals shall include a completed copy of the attached Rate Quotation Sheet with all prices and other information inserted.
18. 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 there shall be one electronic copy of all bid material submitted with the bid in .pdf format. This can be on a flash drive, DVD or a CD, and included in the envelope with the printed copies.
19. 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 [Date], 2015.

### **GENERAL REQUIREMENTS**

## Definitions

**“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 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 GRDA 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.

**“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 the 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.

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 are found 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 4:45 PM weekdays. Bids received more than ninety-six (96) hours (excluding weekends or holidays) before the scheduled Bid opening or any time after the scheduled Bid opening will not be considered by GRDA and shall be returned unopened to the Bidder.

**The following information shall be placed on the outside of each sealed Bid envelope:**

- a. **Company name and address**
  - b. **The notation "Sealed Bid"**
  - c. **Contract 41106 – Insulation & Scaffolding Services**
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 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 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. **Business Relationships Affidavit.** Each Bidder shall accompany his Bid with a written statement under oath disclosing the following information:
  - a. The nature of any partnership, joint venture or other business relationships 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 company 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. Bidder's Representation.** 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 Bid submitted 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 prior to the time designated for the opening of Bids provided the resubmitted bid is 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 designated for the opening of the Bids. 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.

**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 her 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 will be grounds for disqualifying the Bid:
  - a. Addenda must be acknowledged. This may be waived in those cases where the addendum has 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 Bid, 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 Bid.
  - 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. Checks of unsuccessful Bidders shall be returned to them 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 authorized and 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 subline 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. Evaluation Criteria.** The Bidder's submittal will be evaluated based on technical and commercial criteria applicable to the scope of work specified. The evaluation criteria used will include, but may not be limited to, the following:

- i. Conformance to technical specification
  - ii. Evaluated price
  - iii. Technology provider/Contractor project experience
  - iv. Guarantees
  - v. Conformance to commercial terms
- d.** 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. Being in arrears on existing Contracts with the State or GRDA, having defaulted or failed to comply with a previous State or GRDA 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.

### **Rejection of Bids**

1. GRDA has the right to reject any and all Bids and to reject a Bid not accompanied by any required Bid security or 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, and 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 awarded to the lowest and best responsible Bidder as determined by the review of the Bids. Within five (5) business days after approval by the GRDA Board of Directors, the successful Bidder will be notified by GRDA of its selection and will 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 for good cause shown. The Contractor must execute the Contract and obtain the required bonds and insurance within sixty (60) days of notification by GRDA. 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, or work order, shall not be issued until the Contract has been executed by all parties. Work shall not commence until the work order has been received by the Contractor.
3. All required bonds must be 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). 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.

All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds. 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 approved by GRDA and with terms acceptable to GRDA. Such bonds or irrevocable letters of credit shall be valid to the end of the Base Warranty Period as defined in Article 9.1 of the Pro Forma Contract.

4. Insurance shall be provided as required by the Pro Forma Contract.

**PROPOSAL**  
**for**  
**Contract 41106**  
**Insulation & Scaffolding Services**

MADE BY: \_\_\_\_\_

\_\_\_\_\_

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 **41106 – Insulation & Scaffolding Services**”, the specifications and the contract drawings referred to, and has read the attached “REQUEST FOR PROPOSAL, REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS”; and agrees to furnish all the materials 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 the not-to-exceed sum of:**

\_\_\_\_\_

Bid price, including 100% of the bond coverage required in 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 bid price; in the amount of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 within thirty (30) days from the date that notice of the acceptance of this proposal is given the undersigned in writing by certified mail with return receipt requested, the undersigned will be deemed to have abandoned the Contract, and thereupon the above five percent (5%) Bid security shall be due and payable there under to GRDA as liquidated damages for such failure and not as a forfeiture.

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Seal)

## LIST OF 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, Contractor must obtain GRDA advanced approval in writing.

Work Subcontracted

Firm Name and Address

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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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# RATE QUOTATION SHEET

## Insulation & Scaffolding Services

Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Insulation Approx. Annual Work Hours Straight Time/Overtime	Scaffolding Approx. Annual Work Hours Straight Time/Overtime
Foreman			xxxxxx	700/540
Supervisor			800/480	xxxxxx
Technician			3240/1920	2500/1680
			xxxxxx	xxxxxx
Helper/Laborer			1600/960	1500/780
		xxxxxx	xxxxxx	xxxxxx
		xxxxxx	xxxxxx	xxxxxx
		xxxxxx	xxxxxx	xxxxxx
	xxxxxx	xxxxxx		
Materials (Actual Cost + 7%)	xxxxxx	xxxxxx	\$75,000	\$200,000
	xxxxxx	xxxxxx		

Quoted hourly man-hour rates shall include all overhead, profits, per diem, bonds, employee training, travel, safety equipment, mobilization, mileage, demobilization, hand tools, tool trailers and other items detailed in the specification.

**NOTE:** Provide quotation rates for blank boxes, not “xxxxxx” or set dollar amounts.

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_



***A Non-Collusion Affidavit shall be included with any competitive bid or contract submitted for goods or services exceeding \$50,000.00, or for any competitive bid or contract submitted for the purpose of repairs and improvements to GRDA facilities exceeding \$5,000.00.***

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.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Certified this Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Seal:

\_\_\_\_\_  
*Notary Public Signature*

*My commission expires:* \_\_\_\_\_

*My commission number:* \_\_\_\_\_

## 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 relationships 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.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ date of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

**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](http://www.bankofamerica.com/epayablesvendors)

Acceptance Signature: \_\_\_\_\_

Designated Accounts Receivable Contact for Epay remittance advices:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Listing of Applicable Experience\*

	Project Name	Location	Year Completed	Contract Value	Description	Contact Name & Phone Number
1						
2						
3						
4						
5						

**\* The Bidder shall include with its bid listing at least five (5) references where the Bidder has provided insulation and scaffolding services in the past five (5) years. The references provided shall include at least five (5) projects similar in size and complexity to the proposed work. The reference shall denote the type, size, and value of the project.**

### SERVICE WORK AUTHORIZATION FORM

Name of Contract: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
Date \_\_\_\_\_ Contractor Representative

Completed Service Work Accepted/Recommend Payment: \_\_\_\_\_  
Designated GRDA Representative

**Specifications  
For  
Contract 41106  
Insulation and Scaffolding Services  
Grand River Dam Authority  
Grand River Energy Center**

**GENERAL DESCRIPTION**

The Grand River Dam Authority, hereinafter, referred to as GRDA, is requesting proposals for the supply of insulation and scaffolding services. These services will be provided to remove insulation, supply insulation materials, install insulation, supply scaffolding materials, erect scaffolding, and remove erected scaffolding at the facility. This work is to be performed at the GRDA Grand River Energy Center, located near Chouteau, Oklahoma (approximately 45 miles East of Tulsa, Oklahoma).

**GENERAL SPECIFICATIONS**

- 1) In performing the work required under this Contract 41106, **Insulation & Scaffolding Services**, the Contractor shall perform all activities in a careful and workmanlike manner that meets the highest standards of such work. The Contractor shall comply with all applicable laws and regulations for worker safety and protection of the environment. The Contractor shall properly dispose of all waste materials. The Contractor shall fully comply with all parts of these Specifications.
- 2) The Contractor's bid shall be based on supplying the following approximated labor, tooling, and supervision to perform general insulation and scaffolding services. The actual hours worked shall be scheduled by GRDA. The Contractor will be reimbursed only for actual hours worked on the Grand River Energy Center site, at the applicable quoted rates. The Contractor's Bid, Bid Bond, Performance and Warranty Bond shall be based on the following:
  - a) Insulation Work – The Contractor shall provide 9,000 craft man-hours to perform authorized work at the Grand River Energy Center. The Contractor shall be paid based on the quoted hourly rate for the listed positions on the "Rate Quotation Sheet".
  - b) Insulation Materials- As authorized by the Designated GRDA Representative, in a total billable amount of approximately \$75,000 per contract year.
  - c) Scaffolding Work – The Contractor shall provide approximately 7,700 craft man-hours to perform scaffolding services. The Contractor shall be paid based on the quoted hourly rate for the listed positions on the "Rate Quotation Sheet". This work to be performed at the Grand River Energy Center. This

work will normally be scheduled concurrent with maintenance work at the facility.

- d) Scaffolding Material Rental Rates – The Contractor shall provide a detailed listing of the scaffolding materials that would be used during the performance of scaffolding work at the Grand River Energy Center. This listing shall include weekly rental pricing for each piece or type of scaffolding proposed and will become the list of materials available for use during the term of the Contract. The pricing listed shall include all transportation and handling charges necessary to transport the scaffold materials to and from the facility. Scaffolding materials, as authorized by the Designated GRDA Representative, in a total billable amount of approximately \$200,000 per contract year.
- 3) The Contractor's quoted hourly rate shall include all overhead cost, labor cost, profit, benefits, tooling, office expenses, mobilization, demobilization, per diem, travel, mileage, and any other cost associated with performance of the work.
- 4) GRDA shall provide a source of power (480V 3P and 110V), service air, and service water.
- 5) GRDA will provide all permanent materials that may be used during these services.
- 6) Contractor shall not be reimbursed, unless otherwise approved in writing by the Designated GRDA Representative prior to start of work, for small tools having a value less than \$1,000. It is expected that costs for all small tools and other consumables shall be reflected as overhead in the appropriate inclusive labor rate.

### **TECHNICAL SPECIFICATIONS**

- 1) All insulation and scaffolding shall be installed in accordance with the appropriate state regulations, and good work practice. All work shall be subject to the approval of the Designated GRDA Representative.
- 2) All insulation and scaffolding materials provided for use shall be suitable for the service intended. Materials found not suitable or damaged will not be billable to the GRDA. All insulation and scaffolding materials shall be subject to approval of the Designated GRDA Representative.

### **PERSONNEL QUALIFICATIONS**

- 1) The Contractor shall only supply craft personnel who are highly trained, efficient, knowledgeable, and experienced with the safe and proper installation of insulation and scaffolding materials used in power plants and refineries. Contractor personnel who do not have these qualifications and expected skill levels will not be accepted by GRDA. GRDA is a Tobacco Free Facility. All contractor personnel

working on the GRDA property will be required to pass a background check administered by GRDA Homeland Security personnel before being admitted to the site. Contractor personnel will be required to present GRDA provided identification each day for admission to site

### **SAFETY REQUIREMENTS**

- 1) The Contractor shall provide all personnel safety equipment for the Contractor's employees. This shall include, but is not limited to, FR clothing, eye protection, hearing protection, respiratory protection, and steel-toed safety shoes meeting ANSI Z41.1 requirements.
- 2) The Contractor shall maintain the work area in a clean and safe manner. Refuse shall be disposed of properly in an area identified by the Designated GRDA Representative.
- 3) The Contractor shall comply with applicable industry safety standards and regulations, and immediately correct any safety deficiency identified by the Designated GRDA Representative.
- 4) GRDA does not maintain first aid facilities at this site. Public medical facilities are available in Pryor, Oklahoma.
- 5) The successful Contractor will receive a copy of the site Emergency Action Plan. This plan details the procedures for the contacting of ambulance and air ambulance services. All contractor personnel will be required to attend a site safety training class before beginning work. Contractor personnel observed to be working in an unsafe manner are subject to removal from the plant site.





# **PRO FORMA Contract 41106**

**for**

## **Insulation & Scaffolding Services**

***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

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 41106**

**Insulation & Scaffolding Services**

(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 E 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 Change Order is a modification of the Contract signed by the parties. A copy of GRDA's "*Change Order Request*" is attached as Attachment C. 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.

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.

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 E, (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.

Site - GRDA's property where the Work is to be performed.

Specifications - collectively, all of the terms and stipulations contained in the specification.

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.

1. SCOPE OF WORK.

Contractor shall furnish all personnel and equipment, except as otherwise provided, for the Work to be performed.

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). 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 When, 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 attached to this Contract. 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 specified 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 specified 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 specified 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 trained and experienced personnel, materials, and equipment, 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 decision of the Designated GRDA Representative thereon 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, 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 Five Hundred Dollars (\$500.00) 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 Specification For Insulation & Scaffolding Services. 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 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. The total liquidated damages for delay in completion of the Work as a result of causes that are deemed to be within the reasonable control of Contractor are limited to a maximum of thirty percent (30%) of the total price of the Work covered by this Contract.

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 current periodical 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. Not less than fifteen (15) days prior to entering on to GRDA property and the work Site, Contractor agrees to provide to GRDA a completed Personnel Risk Assessment form attached as Attachment E for each of Contractor's employees, agents, representatives, or any other personnel (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. If personnel changes are required, Contractor shall provide a completed Personnel Risk Assessment, and notify and obtain approval from the Designated GRDA Representative, prior to new personnel entering on the Site. 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 a replacement representative at Contractor's expense. Only those persons approved in writing 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 in the amount of 100% of the total Contract price with terms acceptable to GRDA, prior to the execution of this Contract. 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 surety company shall be authorized and registered to do business in Oklahoma and listed in Federal Circular 570.

5.3 Contractor, at its own expense, shall carry, with reliable insurance companies that are (1) authorized to do business in the State of Oklahoma, (2) rated at least A- by A.M. Best, and (3) 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 defense costs are included in the limits of liability, then the required limits referenced above shall be increased by One Million dollars (\$1,000,000). 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 required above.

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 Contract 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 that is attached hereto and made a part of 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 within thirty (30) days following the end of such 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. However, 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 agreed to by GRDA 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](http://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 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 Contractor agrees to furnish GRDA, in such form as will be reasonably satisfactory to GRDA, 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 During the performance of Work, GRDA, having given reasonable prior notice, shall have the right to request to examine and audit such books, records, documents and other

supporting data of Contractor which are reasonably necessary to substantiate the amounts and items invoiced. Such audit shall be conducted in accordance with a mutually agreed time schedule, on the account of GRDA, and in accordance with generally accepted auditing standards.

18.3 AUDIT AND MAINTENANCE OF RECORDS. 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 the 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.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Agreement entered into as of the day and year first above written.

**GRAND RIVER DAM AUTHORITY**

ATTEST:

(Seal)

\_\_\_\_\_  
Sheila Allen, Secretary

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

**(CONTRACTOR)**

ATTEST:

(Seal)

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Secretary

**Attachment A**

**AFFIDAVIT OF NON-COLLUSION FOR PROCUREMENT OF CONTRACT**

(Attached to and a Part of the Contract)

STATE OF \_\_\_\_\_ )  
 ) ss  
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**

Project Name	
Contract Number	
Contractor	
Contract Date	
Contract Amount	

### **CONTRACTOR'S AFFIDAVIT**

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of 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: \_\_\_\_\_

Title: \_\_\_\_\_

Distribution:

- ☐
- ☐
- ☐
- ☐

GRDA Legal Department  
GRDA Finance Department  
Responsible GRDA Assistant Manager  
Contractor

## Attachment C

### State of Oklahoma Grand River Dam Authority

### Change Order Request

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**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:

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Contractor Representative (Printed)	Signature of Contractor Representative	Date
-------------------------------------	--	------

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*Change Order Reviewed and Recommended By:*

Designated GRDA Representative	_____	Date _____
--------------------------------	-------	------------

GRDA Procurement Administrator	_____	Date _____
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Responsible GRDA AGM	_____	Date _____
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*Change Order Approved By:*

GRDA General Manager	_____	Date _____
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ATTEST:

(Seal)	_____	Date _____
	Secretary	

GRDA Board of Directors	_____	Date _____
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## **Attachment E**



### **Personnel Risk Assessment Authorization, Consent, & Acknowledgment**

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: M/F \_\_\_\_\_ Felony Conviction(s) : Y/N \_\_\_\_\_ 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: \_\_\_\_\_