

**OOWA Board of Trustees Meeting
April 27, 2021 – 10:00 a.m.
Pryor, Oklahoma**

A G E N D A

1. Consider approval of minutes for the February 23, 2021 meeting – Mick Webber.
2. Consider approval of minutes for the March 30, 2021 special meeting – Mick Webber.
3. CAO's report – David Stewart.
4. Summary of Operations and Construction Report – Larry Williams.
5. Consider approval of Change Orders on current OOWA projects – John Schaffitzel.
6. Consider approval of contract with SSC Signs and Lighting, LLC for Phase 1 Signage and Wayfinding Program – John Schaffitzel.
7. Consider approval of contract to complete white box buildout for five (5) tenant spaces at The District – John Schaffitzel.
8. Consider approval of contract with JE Dirt Wurx for 2nd Street Grading, Drainage and Surfacing Project – John Schaffitzel.
9. Ratification of approval for emergency repairs made during the February 2021 extreme weather event – John Schaffitzel.
10. Consider approval of Agreement with Holloway, Updike and Bellen, Inc. for engineering services for Coyote Hills Regional Lift Station and Force Main – John Schaffitzel.
11. Consider approval of execution and authorization of USDA Rural Business Development Grant Application, and grant acceptance and related documentation – Scott Fry.
12. Consider approval of Sodium Chlorite contract extension – John Schaffitzel.
13. Consider holding an Executive Session pursuant to 25 O.S. Section 307 C.11 of the Open Meeting Act to confer on matters pertaining to economic development and pursuant to 25 O.S. 307B.1 to discuss personnel matters.
14. Consideration approval of operating budget for FY 2022 – David Stewart.
15. Election of Chairman and Vice Chairman – David Stewart.
16. Consider approval of CAO's expense claim – Mick Webber.
17. New Business

Next Regular Scheduled Board Meeting is June 22, 2021

Topic: OOWA Board Meeting - April 27, 2021
Time: Apr 27, 2021 10:00 AM Central Time (US and Canada)

**Trustees attending Regular, Open and Executive Session
via videoconference or teleconference:**

Mick Webber
Sean Burrage
Brent Kisling
Charles Sublett

Trustees attending Regular, Open and Executive Session on-site:
David Stewart

Join Zoom Meeting

<https://us02web.zoom.us/j/85795413563?pwd=L2Y3NjJncC9tR1B6bUROQUE1aGV6Zz09>

Meeting ID: 857 9541 3563

Passcode: MAIP

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**Minutes of a Regular Meeting of the Board of Trustees of The Oklahoma
Ordnance Works Authority Held in The Conference Room
Of the Authority Headquarters, Pryor, Oklahoma**

February 23, 2021

Trustees Present: Mick Webber
 David Stewart
 Brent Kisling
 Charles Sublett
 Sean Burrage (via Zoom)

Others Present: Bill Anderson, OOWA General Counsel
 Larry Williams, OOWA General Manager
 John Schaffitzel, OOWA Assistant General Manager
 Stephanie Hammock, OOWA Controller
 Tonya Backward, OOWA Economic Development Specialist
 Sherry Alexander, OOWA Director of Business Development
 Jason Stutzman, OOWA Director of Environmental Affairs
 Jerry Douglas, OOWA Manager of Purchasing and Facilities
 Brandon Hash, OOWA Project Manager
 Lindsay Coats, OOWA Contract Administrator
 Rhonda Spurlock, OOWA Executive Assistant
 Shanese Slaton, OOWA Project Manager
 Chris Kinder, OOWA Project Manager
 Art Visconti, OOWA
 Barbara Hawkins, Pryor Chamber of Commerce
 John Hawkins, Integrated Insurance Services
 David King, Equity Bank

The meeting was called to order at 10:02 a.m. by Chairman Mick Webber. Mick Webber welcomed everyone to the meeting and introduced the newest Oklahoma Ordnance Works Authority Trustee, Charles Sublett, who was appointed by Governor Stitt and comes to the Board on behalf of Grand River Dam Authority. Charles is an attorney from Tulsa who works in a variety of areas and we appreciate him joining the Board as a Trustee. Charles Sublett voiced that he is excited to be on the Board and looks forward to working with everyone. Mick Webber again welcomed everyone attending virtually and did acknowledge that the agenda had been posted accordingly. Mick Webber called for approval of the December 15, 2020 meeting minutes. Brent Kisling made a motion to approve the minutes, Sean Burrage seconded the motion. All others voted "aye." Charles Sublett abstained.

David Stewart welcomed new Trustee Charles and mentioned he was looking forward to working with him. David indicated he will be presenting an overview of the work for the past five years and report on the current state and where the Park is headed. The purpose of the presentation is for everyone to understand where we are and ask any questions.

At this time, we would like to talk about our employees, with the winter weather with record breaking freezing temperatures which wreaks havoc on our water/sewer lines, etc. with pipes broke. Our staff has done an amazing job around the clock. The companies here rely on water and waste 24 hours. We want to recognize them here today. Larry Williams expressed that seldom in the 60-year history of the Park have we encountered what we did in the past two and half weeks. Ice on top of ice with snow on top of ice and record freezing temperatures at -16 degrees. Our staff went above and beyond the call of duty to make sure everything we do here remained operational. We continued to be operational for our 80 plus companies here in the Park. Today, we want to recognize our staff for their efforts. John Schaffitzel expressed his appreciation as well for our staff who kept us up and running 24 hours a day. They adapted and worked with other crews and were the backbone of keeping us operational. Larry Williams presented the Resolution on behalf of the Oklahoma Ordnance Works Authority Board to each of these staff members. The work of these individuals is much appreciated. Each employee received a signed and framed resolution, and a copy of the Resolution will be placed in their employee files.

David Stewart and the team presented an overview of the Park touching on each area, Workforce, Finance, Business Development, Corporate Governance, and Operations. In looking at the initiatives from 2015 to 2020 for the Business Plan and we have now been able to bring the Park up to standard. Workforce Development Programs such as Stem Labs and Training Facility. A master plan is now available showing shovel ready sites. The Water and Wastewater Treatment facilities upgrades. The Quality-of-Life Initiatives includes the BMX track and The District. Approximately 4,500 employees with around 80 companies. The 2020-2025 Business Plan includes infrastructure, rebranding the Park with a new logo, integrating workforce plan, community growth and expansion along with business attraction and expansion targets. John Schaffitzel gave updates on the buildings and land leases that are available along with showing of our water customers, which is approximately 40,000 meters with about five billion distributed through the system. All the meters are included in the Park. The Wastewater Treatment Plant is currently underway to be doubled in capacity. The District shell space is completed and will be launching the Bunker. There are several potential tenants for The District. The anchor restaurant is locally owned and will bring great awareness to this area. Red Crown Credit Union is now open. MidAmerica is celebrating its 60 years and rebranding is beginning with all different areas. Scott Fry presented information on the Center of Excellence which includes the launching of the new MidAmerica Business Leaders Association. The sponsorship program was put on hold due to COVID but was launched in January 2021. An EDA grant of \$300K was secured for the Resource Center for Automation and Process Control. Several new projects are happening along with Workforce Initiatives. Jason Stutzman presented information on Business Continuity during the Pandemic, essential services and operations were put into place during this time. David Stewart completed the presentation with information on the organic growth as well as the site visits to the Park.

Mick Webber commented that the overview was much appreciated. David Stewart indicated this has been a busy five years with planning and being ahead of the curve and our team has done a great job.

David Stewart presented the financials. Currently, our net income is \$3.8M which includes the grants received and property sales which are considered income. Property sales are approximately \$850,000 and have received reimbursement for work done from our clients. Two significant increases are with interest at \$900,000 and an increase in waste and water sales. Expenses were less than budgeted which added to the increase in net income over the budgeted amount. Cash flow from operations is approximately \$8M this is essentially our ongoing funding of our initiatives and investment, and we have significant cash balance. Mick Webber inquired about extending water geographically. Larry Williams indicated this had been explored more than once and with geographic locations and other reasons, the answer is no on extending water operations. David Stewart did indicate with the growth from east there will be steady growth with water.

Larry Williams presented the operations and construction report. All the items are in green. The Capitol Improvement Project A, DuPont Railcar Storage Project and the 2MGD Expansion are underway and were approved at the December meeting. Eight projects on the list are in the design phase. Three projects are in the completion stages. There are a lot of projects underway. The DuPont Railcar Storage Project after the past two and half years is finally underway. The DuPont North Warehouse has asked about a 40,000sf expansion and are exploring.

John Schaffitzel presented request for approval of change orders, with seven different change orders, three on the construction contracts and three on design and engineering contracts. Presenting the first change order for Building 625 with Fleming Construction Group which includes change order 7 with four different parts consisting of 23, 27, 28 and 29. Change Order 23 includes the landscape plans and irrigation specifics for the store front areas as no landscaping was included originally. Change Order 25 is a challenged water line and Change Order 28 is a changeout on a breaker. Change Order 29 is adding an additional twenty-seven (27) days to the contract time due to weather related issues but will not increase the overall project cost. The Change Order total is \$89,900.00.

John Schaffitzel presented request for approval of change order for Building 625. Cyntergy provided the landscape and irrigation design. The additional five months we have extended the project with Fleming Construction and have not paid to cover the extended administrative services. The Change Order total is \$19,000.

John Schaffitzel presented request for approval of change order for Red Crown Credit Union for the deduct of the city permit fee that was not required. The deduct is \$450.

John Schaffitzel presented request for approval of change order for The District with Cyntergy. This is the design labor on spec tenant space design, prep kitchen design and civil work on the apartment site with drainage. David Stewart added that the tenant space needed to be ready (HVAC ready) and will be finishing out four spaces. The Change Order total is \$24,930.

John Schaffitzel presented a request for approval of a change order for The District with Crossland Construction. This is a zero-dollar change. The sum of this change order is to come from the unused allowance funds with no increase to the contract sum. The Change Order total is \$0.

John Schaffitzel presented a request for approval of a change order for the Water Treatment Controls Improvement with HUB Engineering is a deduct for Amendment 2. The total deduct is \$48,000.

John Schaffitzel presented a request for approval of a change order for FY'20 Capital Improvement Project A with HUB Engineering, the design of the lab was included scope of work for Amendment 3. The Change Order total is \$8,000.00.

John Schaffitzel presented a request for approval of a change order for FY20 Capital Improvements Project A with HUB Engineering. This is second amendment to this contract. As Larry Williams mentioned, there is approval for the Water and Wastewater Capital Improvements project and during the process of design in the five-year capital plan. There were multiple projects we have worked with HUB Engineering to combine five different budget amounts into this one project. This is amount is catching the additional design services. The cost for this Change Order is \$24,000.00.

After hearing the details and proposed change orders on each project, David Stewart made the motion to approve the six change orders presented; Charles Sublett seconded the motion. All others voted "aye".

Larry Williams presented approval of Partial Release of an existing Army Corps of Engineers Easement to accommodate railcar storage development by Interplastic Corporation. Interplastic Corporation has designed a major railcar storage yard facility planned to be constructed east of the facility Hwy 412B. The Corps property adjacent to Interplastic property is the only feasible location for the railcar facility. OOWA is the current primary easement grantee on the subject parcel and, procedurally, must consent to a partial release. OOWA has been working with the Corps for approximately six months. OOWA has no significant cost for this action. David Stewart made the motion to approve the partial release; Brent Kisling seconded the motion. All others voted "aye".

Mick Webber asked for a break to reconvene at 11:30.

Mick Webber made the note that we reconvene the meeting at 11:32 a.m.

Larry Williams presented for approval of sale of 1.072-acre parcel of land to Interplastic Corporation for railcar storage development in conjunction with partial release of USACE easement. This is conjunction with agenda item number six. This is the final functional design of the proposed Interplastic railcar storage project requires a longer section of usable property than is afforded by the Partial Release parcel. There is no cost to OOWA for this specific action and it will be a revenue generating item with the land being priced to Interplastic at \$35,000/acre. Interplastic will also pay all expenses related to the property sale-purchase. Brent Kisling made a motion for approval of the sale of land; Charles Sublett seconded the motion. All others voted "aye".

John Schaffitzel presented for approval the fifth amendment to lease with Airgas for 1.63 acres at 4034 Zarrow St. Airgas currently lease 1.63 acres at Zarrow Street. The current lease expires on February 28, 2021 and Airgas has requested a renewal of its lease for another five-year term. The fifth amendment will extend the lease for an additional five years with a 10% increase. The amendment also allows for two five-year renewal options each option, at a 10% increase. David Stewart made a motion to approve the lease; Charles Sublett seconded the motion. All others voted "aye".

John Schaffitzel presented approval of contract with Standard Testing and Engineering Company for civil scope testing services for East Wastewater Treatment Plant Expansion-Phase 2 Project. OOWA previously awarded a contract to construct WWTP Expansion project which is to begin in March 2021 and per contract, OOWA is responsible for providing professional inspections and material testing services for miscellaneous scopes of work. The inspection and testing contract with Standard Testing Engineering Company is Not-To-Exceed contract for \$33,805.00 based on estimated man hours. Brent Kisling made a motion to approve the contract; David Stewart seconded the motion. All others voted "aye".

John Schaffitzel presented for approval a contract for ground clearing services with Ground Level LLC. This is for a parcel of land (approximately 55 acres) which is being cleared for potential future development. A total of four bids were received. The Letter of Agreement for Professional Services with Ground Level LLC is a lump sum of \$129,250. Charles Sublett made a motion to approve the contract; David Stewart seconded the motion. All others voted "aye".

Mick Webber has tabled agenda item #11.

David Stewart made a motion to go into Executive Session as outlined in the agenda to confer on matters pertaining to economic development and personnel matters; Brent Kisling seconded the motion. All others voted "aye." After Executive Session, David Stewart made the motion to come out of Executive Session siting no action taken; Brent Kisling seconded the motion. All others voted "aye."

Mick Webber presented the Chief Administrative Officers' expense claims. After review by trustees, Brent Kisling made a motion to accept the expense claims; Charles Sublett seconded the motion. David Stewart abstained. All others voted "aye".

John Schaffitzel presented for approval a contract with Olsson Inc., for engineering services for Highway 412B improvements. OOWA is pursing, in coordination with Oklahoma Department of Transportation (ODOT), a plan to enter into a Development Agreement with ODOT for HWY 412B improvements. The Development Agreement will require that OOWA pay for engineering, utility work and right of way acquisition. The engineering contract with Olsson, Inc., is an hourly time and expense contract with a not to exceed limit of \$15,000. David Stewart made a motion to approve the contract; Charles Sublett seconded the motion. All others voted "aye".

David Stewart presented approval for the sale of eight acres in the Armin Road Development area to a manufacturing company. Several different parties were interested in this property and would like to request authorization to sale this property with a \$20,000 incentive. Brent Kisling made a motion to approve the sale of property; David Stewart seconded the motion. All others voted "aye".

David Stewart made the motion to adjourn, Brent Kisling seconded the motion. All others voted "aye." There being no other business the meeting was adjourned.

Chairman

Chief Administrative Officer

**Minutes of a Special Meeting of the Board of Trustees of The Oklahoma
Ordnance Works Authority Held in The Conference Room
Of the Authority Headquarters, Pryor, Oklahoma**

March 30, 2021

Trustees Present: Mick Webber (via Zoom)
 David Stewart
 Brent Kisling (via Zoom)
 Charles Sublett (via Zoom)
 Sean Burrage (via Zoom)

Others Present: Bill Anderson, OOWA General Counsel
 Larry Williams, OOWA General Manager
 John Schaffitzel, OOWA Assistant General Manager
 Stephanie Hammock, OOWA Controller
 Tonya Backward, OOWA Economic Development Specialist
 Sherry Alexander, OOWA Director of Business Development
 Jason Stutzman, OOWA Director of Environmental Affairs
 Jerry Douglas, OOWA Manager of Purchasing and Facilities
 Brandon Hash, OOWA Project Manager
 Lindsay Coats, OOWA Contract Administrator
 Rhonda Spurlock, OOWA Executive Assistant
 Shanese Slaton, OOWA Project Manager
 Chris Kinder, OOWA Project Manager
 Art Visconti, OOWA
 David King, Equity Bank

The special meeting was called to order at 10:01 a.m. by Chairman Mick Webber.

Mick Webber welcomed everyone to the special meeting. David Stewart gave his appreciation to everyone for attending and their time. He reported that due to the large amount of proposal activity and the larger proposals being requested, we need to have sites ready. OOWA is partnering with Tulsa on a few of the larger proposals. Brent Kisling's team is doing a great job with marketing the automotive industry as well. OOWA is one of a few that can handle the bigger sites, with two others being Tulsa and Oklahoma City. Brent Kisling added that his team seems to be in Pryor more these days and the automotive industry is looking at Oklahoma more. David expressed that OOWA is having so much interest on the 100-to-150-acre sites that we are pushing every site to the limit to get it prepared for work. Two situations have arisen, Oklahoma Department of Transportation has agreed to partner with OOWA on the traffic circle, where HWY 412B meets on the hill entrance into Ridgeline and Igloo Valley. OOWA will provide engineering and design with ODOT providing an overlay along with some other construction costs. To do this project, some of the land to the north and west needs to be cleared so the start of the traffic circle could begin.

The second piece of the project is to clear the land/trees on the entrance to Coyote Hills (170-acre tract) the front of this (approximately 50 acres) will be cleared so the site could be shown to potential companies. These sites need to be where we can enter the property and the company can get a feel of the site.

John Schaffitzel presented the reason for timing of this special meeting is due to the endangered species that could be onsite. Removing and clearing of the trees assists specially with the Grey Long-eared Bat and the American Burrowing Beatle which begin their mating season around May 15. The site clearing will also assist in surveying and developing the access roads to the sites. Six bids were received on March 29, 2021 for Exhibit 2. The total low responsible bidder was Paragon Contractors with the bid being \$257,905. David Stewart made a motion to accept the low responsible bid in the amount of \$257,905 and to award to Paragon Contractors; Brent Kisling seconded the motion. All others voted "aye".

David Stewart made a motion to go into Executive Session as outlined in the agenda to confer with counsel concerning a pending investigation, claim or action; Charles Sublett seconded the motion. All others voted "aye." After Executive Session, David Stewart made the motion to come out of Executive Session siting no action taken; Charles Sublett seconded the motion. All others voted "aye."

David Stewart presented to the Board consideration of the request of Doyle Harris Davis & Haughey, Tulsa attorneys, pursuant to the Oklahoma Open Records Act 51 O.S. Section 24A. 1 et seq, requesting certain records from the Oklahoma Ordnance Works Authority. David Stewart made a motion on advice from counsel to not produce the records request by Doyle Harris Davis & Haughey pursuant to the Open Records Act; Brent Kisling second the motion. All others voted "aye".

Mick Webber made the motion to adjourn; David Stewart seconded the motion. All others voted "aye." There being no other business the meeting was adjourned.

Chairman

Chief Administrative Officer

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Agenda Item #3

Title: CAO's Report

| | <u>Ref.</u> | <u>PROJECT DESCRIPTION</u> | <u>STATUS</u> | <u>COST</u> | <u>COMMENT/STATUS</u> |
|------------------|-------------|--|---------------|---------------|---|
| <u>WATER</u> | | | | | |
| | 8 | Capital Improvement Project A | Underway | \$3.0M | Submittals Reviews. WTP Operations/Lab/Reception/Break Rooms Remodel Underway @30% |
| | 9 | Utility and Asset Mapping | Underway | \$30,000 | Digital map integration underway. Fieldwork scheduling to verify. |
| | 10 | NE Water Loop | Engineering | \$139,500 | HUB scheduling kick-off meeting and NGC data request. |
| | 11 | WTP2 Storage Tank Rehab | Engineering | \$132,100 | Tank inspection complete on 5MG. 10MG scheduled for week of May 3, 2021. |
| | 12 | WTP1 Drainage Basin Improvements | Engineering | \$39,500 | Preliminary plans at 60% complete. (\$350K engineer estimate) |
| <u>BUILDINGS</u> | | | | | |
| | 20 | The District | Underway | \$8,931,923 | In closeout of final punch list. CO 8 includes the addition of a prep kitchen to the Bunker. Estimated completion May 2021. |
| | 21 | Red Crown Credit Union | Completed | \$1,173,406 | Project complete. Red Crown to have a Grand Opening in the coming weeks. |
| | 22 | Bldg. 625 | Underway | \$6,262,759 | Substantial completion scheduled the week of 4/26. Working on punch list items. Estimated completion May 2021. |
| | 23 | Bldg. 626 | On Hold | \$134,830 | Project on hold. Completed 90% drawings. |
| | 24 | Bldg. 100 | Completed | \$526,781 | Project complete. |
| <u>SITE DEV.</u> | | | | | |
| | 30 | Master Planning - Park Wide | Underway | \$150,000 | Preliminary review process underway. |
| | 31 | Zarrow/69A Street Improvements | Engineering | \$3,334,286 | Looking to reduce cost thru redesign and ROW acquisition and re-bid. Meeting with ONG to discuss gas line recoation costs. |
| | 34 | 10th St. Extension to 412B | Engineering | \$5.3M (est.) | Expect to bid as a Base Bid (Zarrow to Rocket St.) and (1) Alternate (Rocket St. to 412B). \$5.3M Preliminary Estimate. |
| | 35 | Coyote Hill Tree Clearing | Ongoing | \$129,250 | All trees scheduled to be on the ground prior to May 15, 2021. Overall project completion is July 6, 2021. |
| | 36 | Industrial Site Preparation 2021 | Ongoing | \$257,905 | All trees scheduled to be on the ground prior to May 15, 2021. Overall project completion is September 9, 2021. |
| | 37 | 2nd Street Grading, Drainage and Surfacing | Underway | \$213,591 | Presenting to board for consideration April 27, 2021. |
| | 38 | OOWA Industrial Site Signage Package Phase | Underway | \$504,519 | Presenting to board for consideration April 27, 2021, once approved Engineering will begin. |
| <u>MISC.</u> | | | | | |
| | 40 | Google/Myall | Ongoing | | Project coordination - Easement, water capacity, Master Development Agreement progressing. |
| | 41 | Solae Railcar Storage Project | Underway | \$1.2M | Dirt work significantly accomplished. Pay request No. 1 approved. Rail, ties and accompanying materials are now on-site. |
| | 42 | Solae N. Warehouse Imp/Expansion | Underway | \$1.8M | Term sheet ready for distribution to Solae. Fill project details to be presented to Board at June meeting. |
| | 43 | Parallel Taxiway Extension | Underway | \$2.1M | Dirt work completed to lime stablization phase. Paving to begin approximately March 10, weather permitting. |
| <u>WASTE</u> | | | | | |
| | 50 | WWTP 2 MGD Expansion | Underway | \$13.7M | Submittal Reviews. Civil site work underway. |
| | 51 | Line E Rehabilitation | Engineering | \$750K (est.) | Preliminary plan review week of 5/3. Advertise bids 5/10 and 5/17. On June board agenda for consideration. |
| | 52 | WWTP Headworks Loading | Engineering | \$15,700 | Design review and needs assessment underway. |
| | 53 | Coyote Hills Regional Lift Station | Engineering | \$218,500 | Engineering on April board agenda for consideration. (\$5.0M engineer estimate) |

OOWA Board Meeting
Projects - Change Order Summary
Tuesday, April 27, 2021

| | | | OOWA BOARD APPROVAL REQUIRED | | | |
|--|-----------------------------|---------------------|------------------------------------|--------------------------|-----------------------|---------------------|
| Contract and Project | Original Contract Amount | Previous Changes | Current Change Order | Total Changes to Date | Percent of Changes | New Contract Sum |
| Building 625 | | | | | | |
| Fleming Construction Group | \$ 5,970,000.00 | \$ 290,334.00 | \$ 3,425.00 | \$ 293,759.00 | 4.92% | \$ 6,263,759.00 |
| CHANGE ORDER NO. 8 -Includes PCO's (30B) | | | | | | |
| Contract Duration | 365 Days | 153 Days | 0 Days | 153 Days | | 518 Days |
| The District Commerical Development | | | | | | |
| Crossland Construction | \$ 8,642,500.00 | \$ 358,849.62 | \$ (69,426.51) | \$ 289,423.11 | 3.35% | \$ 8,931,923.11 |
| CHANGE ORDER NO. 7 - Includes PCO's (39R2, Deduct for Allowances) | | | | | | |
| Contract Duration | 365 Days | 0 Days | 0 Days | 0 Days | | |
| Coyote Hill Tree Clearing | | | | | | |
| Ground Level, LLC | \$ 129,250.00 | \$ - | \$ 16,450.00 | \$ 16,450.00 | 12.72% | \$ 145,700.00 |
| CHANGE ORDER NO. 1 - Includes PCO's (39R2, Deduct for Allowances) | | | | | | |
| Contract Duration | 150 | 0 Days | 0 Days | 0 Days | | 150 |

Building 625

Change Order



AIA® Document G701™ – 2017

Change Order

| | | |
|---|--|---|
| PROJECT: (Name and address) Building 625 4461 Zarrow Street Pryor, OK 74361 | CONTRACT INFORMATION: Contract For: MidAmerica Industrial Park Date: 09/27/19 | CHANGE ORDER INFORMATION: Change Order Number: 08 Date: 4/27/2021 |
| OWNER: (Name and address) MidAmerica Industrial Park 4075 Sanders Mitchell Street Pryor, OK 74361 | ARCHITECT: (Name and address) Cyntergy AEC, LLC 810 South Cincinnati, Second Floor Tulsa, OK 74119 | CONTRACTOR: (Name and address) The Fleming Construction Group 5405 S. 125 th E. Ave. Tulsa, OK 74146 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order includes PCO #030 representing the cost related to procuring and installing one dock leveler. See backing documents for additional information regarding this change.

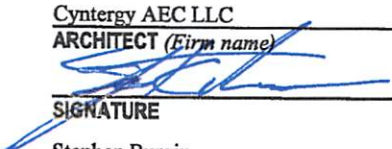
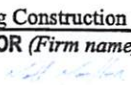
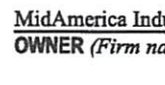
| | |
|--|-----------------|
| The original Contract Sum was | \$ 5,970,000.00 |
| The net change by previously authorized Change Orders | \$ 290,334.00 |
| The Contract Sum prior to this Change Order was | \$ 6,260,334.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 3,425.00 |
| The new Contract Sum including this Change Order will be | \$ 6,263,759.00 |

The Contract Time will be unchanged by () days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|---|---|
| Cyntergy AEC LLC ARCHITECT (Firm name) | The Fleming Construction Group CONTRACTOR (Firm name) | MidAmerica Industrial Park OWNER (Firm name) |
|  SIGNATURE |  SIGNATURE |  SIGNATURE |
| Stephen Burgin, PRINTED NAME AND TITLE | Matt Moeller PRINTED NAME AND TITLE | Mick Webber PRINTED NAME AND TITLE |
| 4/27/2021 DATE | 4/27/2021 DATE | 4/27/2021 DATE |

OWNER - PROPOSED CHANGE LOG

| | |
|---------------------|-----------------------------|
| General Contractor: | Fleming Construction Group |
| Project Name: | Building 625 |
| Owner: | Mid-America Industrial Park |
| Architect: | Cyntergy |

| ID | Current Status | Priority | Proposed Change Request Description | Approval Authority | \$ Amount Approved | Schedule Impact | # of Days Approved | Change Order ID | Notes |
|-----|----------------|----------|---|--------------------|--------------------|-----------------|--------------------|-----------------|---|
| 001 | Approved | Medium | PCO includes the cost for the electrical system revisions related to PR #001. Revisions were made to reduce MAIP's up front electrical service costs by shifting the cost of electrical service and metering for each tenant space to the future tenant(s). | Owner | \$ (63,307.00) | NO | | 001 | Owner Approved |
| 002 | Approved | Medium | PCO includes the cost for the grading, paving, and utility revisions associated with CCD #001. Includes relocating the building 20' to the East to avoid existing / live water lines, and revisions to new water lines to better serve future expansion. Includes additional asphalt paving and curb and gutter at entrance drives, additional concrete flumes in detention pond, and various water line piping additions and deletions. | Owner | \$ 38,489.00 | NO | | 001 | Owner Approved |
| 003 | Approved | Medium | PCO includes the cost to accommodate the interior column footing revisions per ASI #001. Revisions to (27) footings were made in response to the loading/instructions provided by Butler. Pricing includes equipment to dig larger footings, plus labor to install an additional 2 tons of reinforcing steel and 91 cubic yards of additional concrete. | Owner | \$ 19,570.00 | NO | | 001 | Owner Approved |
| 004 | Approved | Medium | PCO includes the cost to accommodate the storm sewer changes outlined in ASI #002. ASI #002 includes a credit for the type of trench drain to be used at the loading dock area (from a non-sloping drain to a custom drain that slopes internally), a credit for a post-indicator valve that is no longer required, and an add to provide a concrete weir for the S-17 detention pond outlet structure. Revisions were the result of storm structure submittal review / coordination. | Owner | \$ (499.00) | NO | | 001 | Owner Approved |
| 005 | Approved | Medium | PCO represents the credit to delete painting the exterior side of all overhead doors. Overhead doors will come with a white factory finish. | Owner | \$ (2,244.00) | NO | | 001 | Owner Approved |
| 006 | Approved | Medium | PCO covers the cost to provide the "Extra Dark Bronze" overhead canopy color selected during the submittal process, which is a 2 coat Kynar finish. | Owner | \$ 3,366.00 | NO | | 001 | Owner Approved |
| 007 | Approved | Medium | PCO #007 represents the cost to remove unforeseen rock beneath the continuous wall footing on the South and East sides of the building, place and compact screenings in trench/footing bottom, then pour footing per RFI #004 response. Includes additional labor, screenings, and additional concrete, and equipment as needed to perform this work. | Owner | \$ 22,099.00 | NO | | 002 | Owner Approved |
| 008 | Approved | Medium | PCO represents the cost to provide the stable platform for the North entrance off of Zarrow Street and the storm line that runs beneath it as recommended by Building and Earth. Pricing includes mucking and hauling off mud, surge stone, and equipment time needed to complete the work. | Owner | \$ 5,162.00 | NO | | 002 | Owner Approved |
| 009 | Approved | Medium | This PCO represents the cost to provide approximately 289 LF of 12" ADS storm piping from existing man hole near water part to junction box as a temporary measure. Pricing includes removal of 12" line once final design has been received. | Owner | \$ 9,870.00 | NO | | 002 | Owner Approved |
| 010 | Approved | Medium | This proposed Change Order represents the cost to provide the embeds required for Butler Building structure to sit panel connections. Embed sizes and quantities were finalized in Butler's "For Construction" drawings. Butler's final design was then captured by Cyntergy in ASIs #4, #5, and #6. See attached for comparison of embeds shown at bid time versus embeds now required. | Owner | \$ 14,223.00 | NO | | 003 | Owner Approved |
| 011 | Approved | Medium | Proposed Change Order #011 represents the cost for the removal and disposal of unforeseen rock encountered through the installation of storm sewer lines on the South and East sides of the building. | Owner | \$ 7,039.00 | NO | | 003 | Owner Approved |
| 012 | Approved | Medium | Proposed Change Order #012 represents the cost to provide aggregate base backfill material in the trench created by removing the existing clay line located at the south west corner of building footprint. | Owner | \$ 5,588.00 | NO | | 003 | Owner Approved |
| 013 | Approved | Medium | Please see attached PCO #13. PCO document includes B&E's report which provides recommendations to remedy soft spots in the North entrance subgrade that I'm told are the result of water surfacing from beneath Zarrow Street and collecting on top of the "stable platform" work performed as part of PCO #08. Water problem was not known at time PCO #08 work was performed. Sub's pricing is also included in PCO document. | Owner | \$ 5,723.00 | NO | | 003 | Owner Approved |
| 014 | Rejected | Medium | This proposed Change Order represents the cost to provide the storm and sanitary sewer revisions at the existing water plant as shown in PR #002. Pricing includes a credit for 289 LF of 24" storm piping shown on current CG101 drawing that is no longer required. | Owner | \$ - | NO | | 004 | Owner Rejected/Awaiting revised pricing |
| 015 | Rejected | Low | This proposed Change Order represents the cost to provide (30) each padlocks, one padlock for each overhead door, keyed to each tenant space, per keying schedule approved by MAIP. | Owner | \$ - | NO | | 003 | Owner Rejected |
| 015 | Approved | Medium | Proposed Change Order #015 represents the cost to remove unforeseen rock encountered during excavation for trench drain assemblies in loading dock area. | Owner | \$ 762.00 | NO | | 006 | Owner Approved |
| 016 | Approved | Medium | This proposed Change Order represents the cost to provide the (4) each 5" diameter core holes through lift wall panels as required per sheet CG101 issued with RFI #008 response. | Owner | \$ 1,464.00 | NO | | 004 | Owner Approved |

OWNER - PROPOSED CHANGE LOG

| | |
|---------------------|-----------------------------|
| General Contractor: | Fleming Construction Group |
| Project Name: | Building 625 |
| Owner: | Mid-America Industrial Park |
| Architect: | Cyntergy |

| ID | Current Status | Priority | Proposed Change Request Description | Approval Authority | \$ Amount Approved | Schedule Impact | # of Days Approved | Change Order ID | Notes |
|-----|----------------|----------|--|--------------------|--------------------|-----------------|--------------------|-----------------|-------------------------|
| 017 | Rejected | Low | This PCO represents the cost to provide 30 Sargent padlocks for overhead doors keyed into overall key system. | Owner | \$ - | NO | | 004 | Owner Rejected |
| 018 | Approved | Low | This proposed Change Order is a request for a 30 calendar day contract time extension. Extension request uses 30 of the 58 weather delay days incurred to this point. New substantial completion date is 10-29-20. This is a zero dollar change order. | Owner | \$ - | YES | 30 | 003 | Owner Approved |
| 020 | Approved | Medium | This proposed Change Order represents the cost to remove unforeseen rock beneath ramp wall footings, place and compact screenings in trench bottom, and pour footings as described in RFI #011 response. Includes labor, screenings and additional concrete, and equipment required to complete the work and haul spoils off site. | Owner | \$ 20,125.00 | NO | | 005 | Owner Approved |
| 021 | Approved | Medium | This proposed Change Order represents the cost to provide the sanitary sewer, storm sewer work, and demolition work at the water plant as shown on sheet CG301 issued with PR #02R. Also includes credit for 289 LF of 24" storm piping no longer required. | Owner | \$ 97,067.00 | NO | | 005 | Owner Approved |
| 023 | Approved | Medium | PR #004 landscaping | | \$ 83,696.00 | NO | | 007 | Owner Approved |
| 024 | Approved | Medium | This PCO is a request for an additional 44 calendar day contract time extension. | Owner | \$ - | YES | 44 | 005 | Owner Approved |
| 025 | Approved | Medium | Proposed Change Order #025 represents the cost to extend (3) three-inch data conduits. The total change amount is in addition to the original contract amount equaling \$14,237. | Owner | \$ 14,237.00 | NO | | 006 | Owner Approved |
| 026 | Approved | Low | Proposed Change Order #026 represents the Contractor's request for an additional fifty-two calendar days to be added to the contract completion date. | Owner | \$ - | YES | 52 | 006 | Owner Approved |
| 027 | Approved | Medium | Proposed Change Order #027 represents the cost related to RFI #014 and the need to lower the water line near the south entrance drive at Zarrow Street. | Owner | \$ 5,319.00 | NO | | 007 | Owner Approved |
| 028 | Approved | Medium | Cost to provide 3 pole breaker in 480V panel HP2 to serve the fire suppression jockey pump and controller. | Owner | \$ 885.00 | NO | | 007 | Owner Approved |
| 029 | Approved | Medium | Zero cost weather delay 14 days | Owner | \$ - | YES | 27 | 007 | Owner Approved |
| 030 | In Progress | Medium | Cost to provide dock leveler | Owner | \$ 3,426.00 | NO | | 008 | Awaiting Owner Approval |

SUMMARY **\$ 293,759.00** **153**

| | | |
|--------------------------------------|----------------------|----------|
| ORIGINAL CONTRACT AMOUNT | \$ 5,970,000.00 | 365 Days |
| TOTAL APPROVED CHANGE ORDERS | <u>\$ 293,759.00</u> | 153 Days |
| CURRENT CONTACT AMOUNT | \$ 6,263,759.00 | 518 Days |
| PERCENT OF TOTAL CHANGE ORDER AMOUNT | 4.92% | |



PROPOSED CHANGE ORDER REVIEW

CO NO. | PCO #030B
CO DATE | 4/21/2021
PROJECT | Building 625
4461 Zarrow Street
Pryor, OK 74361
OWNER | MidAmerica Industrial Park/Oklahoma Ordnance Works Authority
4075 Sanders Mitchell St.
Pryor, OK 74361
ARCHITECT | Cynergy AEC, LLC
810 S. Cincinnati Ave., Ste 200
Tulsa, OK 74119
CONTRACTOR | The Fleming Construction Group
5405 S. 125th E. Ave.
Tulsa, OK 74146

COMMENTS

Proposed Change Order #030 represents the cost related to procuring and installing one dock leveler. MidAmerica requested Fleming Construction Group to provide a TS7230 EOD dock leveler.

Cynergy has reviewed Proposed Change Order #030 and has no objections to the pricing included in the change.

ISSUED BY:

CYNERGY AEC, LLC

ARCHITECT (*Firm Name*)

4/21/2021

DATE



SIGNATURE

Stephen Burgin, Director of
Construction Services

PRINTED NAME AND TITLE

END OF PCO Review



Project: #1908- Building 625
Proposed Change Order # 30

04/20/2021

Description: TS7230 EOD Leveler

| Contractor Name | Type of Work | Amount | Status | Remarks |
|-----------------|----------------|---------|--------|---------|
| Allen Gentry | Dock Equipment | \$2,500 | | |
| Vision Electric | Electrical | \$0 | | N/A |
| | | | | |
| | | | | |
| | | | | |

Subcontractors Subtotal - \$2,500

| | | | | |
|--|---------|-------|--|------------|
| General Conditions - | | \$600 | | Matt 1 Day |
| Bonds- | 0.00703 | \$18 | | |
| Umbrella & General Liability Insurance | 0.0055 | \$14 | | |
| Builder's Risk Insurance | 0.004 | \$11 | | |
| Overhead and Profit - 10% | | \$282 | | |

Total Proposed Change Order: \$3,425

Total Contract Extension: N/A

For work including all material, labor, equipment, subcontracts, drawings, coordination, accessories, and instruction required by the included items. All work shall include all items and conditions as called for in the original contract.

TOTAL ADD - \$3,425

Recommended By: Matt Moeller, Fleming Construction Group, LLC

Dated: 4/20/21

Approved By: David Stewart, Chief Administrative Officer, Mid America Industrial Park

Dated: 4.22.21

Approved By: Stephen Burgin, Cyntergy

Dated: 04/21/2021



Industrial Doors • Dock Equipment

P.O. Box 690873
Tulsa, OK 74169
918-804-8466

PROPOSAL
SUBMITTED TO:

John Gilbertson
Fleming Construction Group
5405 s. 125th E. Ave.
Tulsa, OK 74146
918-688-4044

Quote

Date: 4/20/2021
Quote #1543

| Job Name | Job Location |
|------------------------------------|-----------------|
| Building 625 Edge of Dock Levelers | Tulsa, OK 74012 |

| Description | Total |
|--|-------|
| Furnish and install the following products as manufactured by the Poweramp Corporation. | |
| (1) - TS7230 - edge of dock leveler - 72" wide board, 30,000 lb capacity, 15" lip \$ 2,300.00 | |
| (1) - NL7230 - edge of dock leveler - 72" wide board, 30,000 lb capacity, 15" lip \$ 2,500.00 | |
| (1) - HED7230 - hydraulic edge of dock leveler - 72" wide board, 30,000 lb capacity, 15" lip \$ 4,300.00 | |
| Following price includes material, tax, freight, lift equipment and labor to install. | |
| No high or low voltage electrical wiring, conduit or terminations to motors, control stations or reversing equipment by Allen Gentry, LLC. | |
| Total | |

Terms and Conditions:

Prices subject to change if not accepted within 30 days

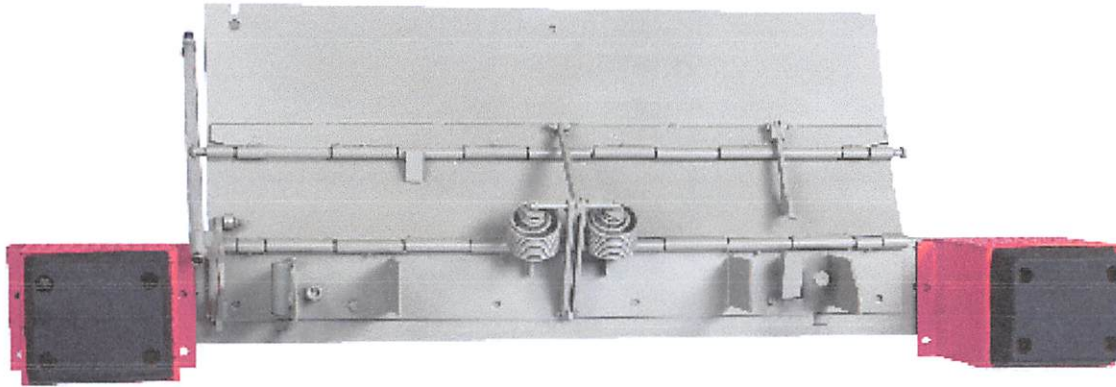
BY OTHERS: Finished framed openings, including all jambs, headers, and spring pads. All high and low voltage electrical conduit and wiring to motors, control stations, and reversing equipment. Concrete work and installation of steel embeds for dock pits.

ACCEPTANCE: Terms, price, and specifications of this proposal are accepted, and work authorized.

Signature _____

Date _____

**THE SAFEST AND EASIEST TO OPERATE MECHANICAL
EDGE-OF-DOCK LEVELER**



Nearly 50 years ago, DLM® invented the edge-of-dock leveler and quickly set the standard for the industry. Today, the DLM NEVERLIFT® sets a new standard. It is the absolute state-of-the-art in lever-operated edge-of-dock levelers. The DLM NEVERLIFT is yet another reason why there are more DLM edge-of-dock levelers in service than those of all other companies combined.

SAFE AND EASY

DLM® Overview...

- DLM Pioneered the Edge-Of-Dock Industry by Inventing the EOD Leveler In 1962
- On-site Engineering & Customer Support
- Superior Structural Construction
- Privately Held – "Customer Focused" Enterprise
- Extensive Application Experience
- Fully Integrated Manufacturing Facility
- National Network of Knowledgeable Sales and Service Representatives
- Accepted Nationally by Fortune 500 Companies

The "NL" Series edge-of-dock leveler is the state of the art in lever-operated dock levelers. Simply move the lifting lever 50° towards the operator, then push the lever forward to its original vertical position.

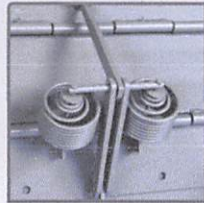
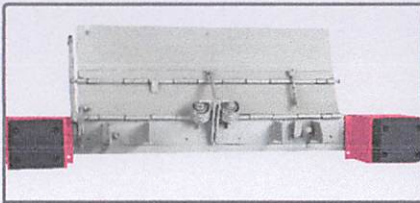
That is all there is to it. The push/pull motion is short and easy - and you stand upright and ergonomically correct to do so. There's never any lifting and never any leaning over the dock edge.

The DLM NEVERLIFT® mounts to the dock face and provides a recommended working range of +/-3" and a maximum operating range of +/-5" above and below dock level. Deck and lip are constructed with high-strength steel safety tread plate (minimum yield of 55,000 psi). Lip hinge tubes include grease fittings for ease of maintenance and longer life.

The "NL" Series EOD is a quality made edge-of-dock leveler that will provide years of easy, dependable operation.

Edge-Of-Dock

NEVERLIFT "NL" Series Mechanical Edge Of Dock



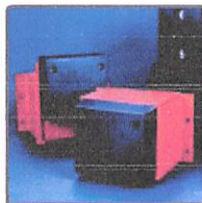
DLM's continuing commitment, is to design and build the very best dock levelers our industry has to offer. A strong customer focus has facilitated the inclusion of important user features into every "NL" Series leveler - important features like:

Structurally Superior

- Milled lip edge for smooth tire rollover.
- Leveler lip and deck are constructed with high-strength 55,000 psi min. yield, steel safety treadplate.
- Four steel gussets for added strength and extended life.
- Full width distribution bar for extra durability.
- Deck construction is capacity dependent to insure your loading bridge matches the demands of the facility.

Bumper Options

- Properly designed dock bumpers helps protect the deck plate and building from the approaching truck.
- Constructed of formed steel and incorporate a full height internal gusset for extra support.
- Feature 4" thick Tuf-Cord rubber bumper.
- Every leveler is shipped standard with 12" x 13" heavy duty bumper blocks. (shown below in foreground)
- Optional sliding bumpers that rise as the truck is being unloaded - thus reducing wear and tear. (shown to right in background)
- Optional 18" tall steel faced or laminated bumpers.

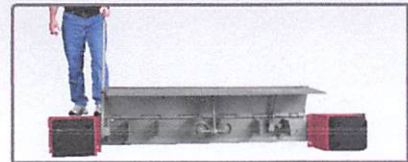
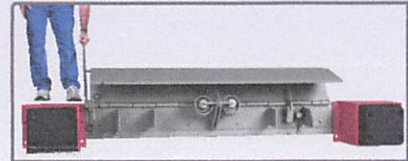


NL Series Standard Features Include ...

- | | |
|---|--|
| • Dual-extension spring lift mechanism | • 66", 72", 78" and 84" deck widths |
| • Heavy-duty self-storing steel lever with EZ grip handle | • 104", 110" 116" and 122" total widths |
| • Heavy-duty self-storing steel lever | • Comparable industry rating (CIR) capacities 20,000 lbs, 25,000 lbs, 30,000 lbs, and 35,000 lbs |
| • Cold rolled steel hinge pins for added strength & long life | • Secondary gussets for added strength & extended life |
| • Milled lip edge for smooth tire rollover | • Heavy duty bumper block assemblies with Tuf-Cord rubber bumpers 4"x12"x13" |
| • Grease fittings throughout | • Bumper projection 15" |
| • High strength steel safety tread plate | |
| • Full width distribution bar for extra durability | |

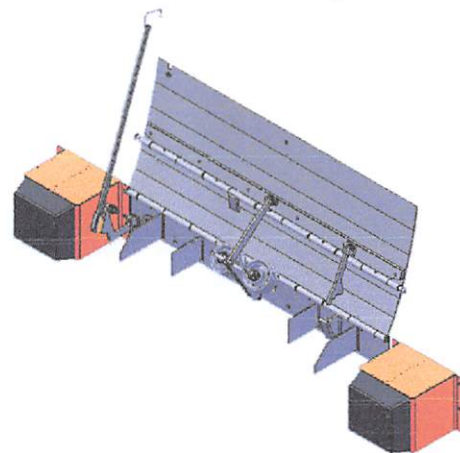
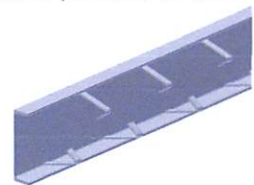
Operation Of Unit

- First, place the handle in the side mounted receiver and pull back on the lever approximately 50°.
- Next push the lever toward its original position using the positioning rivet.
- Leveler is deployed.
- To store simply repeat the process until the lip clears the trailer and allow the unit to collapse into its stored position or when truck departs the leveler will automatically return to the stored position.



Installation Method

- For new construction, a flush or recessed 8" - 12" embed channel (shown) is strongly recommended. Unit is then welded to the embed channel in the foundation wall. For existing docks without preferred embed channel, optional ramp approach plates or formed angles are available to maximize the strength of installation.



Designed, Engineered & Manufactured in the U.S.A.

Distributed By:



DLM • Division of Systems, LLC.
Germantown, WI 53022
800.643.5424 • fax: 262.255.4199
www.dlmdocks.com • www.LoadingDockSystems.com

The District Commercial Development Change Order

AIA Document G701™ – 2017

Change Order

| | | |
|--|---|--|
| PROJECT: (Name and address) The District Commercial Development 3822 W 530 Pryor, OK 74361 | CONTRACT INFORMATION: Contract For: MidAmerica Industrial Park Date: 01/17/2019 | CHANGE ORDER INFORMATION: Change Order Number: 007 Date: 4/27/2021 |
| OWNER: (Name and address) MidAmerica Industrial Park 4075 Sanders Mitchell St. Pryor, OK 74361 | ARCHITECT: (Name and address) Cytergy AEC, LLC 810 S. Cincinnati Ave., #200 Tulsa, OK 74119 | CONTRACTOR: (Name and address) Crossland Construction Company, Inc. 833 S. East Ave., PO Box 45 Columbus, KS 66725 |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This Change Order includes PCO #0039R2 - Pricing modifications related to PR 24R2 and added scope related to catering room #204, building inspections, provision and installation of Knox-Box, Bomanite floor coating, catering equipment, slab for mini split/infill at catering, MEP revisions, and finishes within the new catering space. Also included is a credit for the remaining allowance monies; \$94,693.35 for Remove and Replace Unsatisfactory Soil and \$51,350.25 for Rock Excavation & Replace with Soil. See backing for additional information.

| | |
|--|-----------------|
| The original Contract Sum was | \$ 8,642,500.00 |
| The net change by previously authorized Change Orders | \$ 358,849.62 |
| The Contract Sum prior to this Change Order was | \$ 9,001,349.62 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 69,426.51 |
| The new Contract Sum including this Change Order will be | \$ 8,931,923.11 |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|---|---|
| Cytergy AEC, LLC ARCHITECT (Firm name)  SIGNATURE Stephen Burgin, Construction Services Director PRINTED NAME AND TITLE 4/27/2021 DATE | Crossland Construction Company, Inc. CONTRACTOR (Firm name)  SIGNATURE Matt Baker, Project Manager PRINTED NAME AND TITLE 4/27/2021 DATE | MidAmerica Industrial Park OWNER (Firm name)  SIGNATURE Mick Webber, Chairman PRINTED NAME AND TITLE 4/27/2021 DATE |
|---|---|---|

| | |
|---------------------|-----------------------------|
| General Contractor: | Crossland Construction |
| Project Name: | The District |
| Owner: | Mid-America Industrial Park |
| Architect: | Cyntergy |

| PCO ID | Current Status | Priority | Proposed Change Request Description | Approval Authority | \$ Amount Approved | Schedule Impact | Change Order ID |
|--------|----------------|----------|---|--------------------|--------------------|-----------------|-----------------|
| 001 | Approved | Medium | Deduct for spray foam and Rmax. Add for below grade waterproofing, fire alarm light fixtures, and butyl tape. | Owner | \$ (42,206.00) | NO | 001 |
| 002 | Approved | Medium | Bollards & Sidewalk Revisions | Owner | \$ (2,953.51) | NO | 001 |
| 003 | Approved | High | Depot Building Demolition | Owner | \$ 30,880.24 | NO | 001 |
| 004 | Approved | Medium | PCO includes PRs #3, #4, #5, #6, #8, #9 and #11 PR #3 includes revisions related to the sanitary sewer lift station assembly. PR #4 includes revisions to relocate main underground sanitary sewer line. PR #6 includes utility, grading modifications, and fire marshal comments. PR #8 includes removal of drainage swell between CR 530 and the south side of the parking lot. PR #11 includes revisions to add sanitary sewer stubouts on lots east of the District. | Owner | \$ 115,714.94 | NO | 001 |
| 005 | Approved | Medium | PR#12 includes providing waterline and irrigation service to the lot directly East of the District site. | Owner | \$ 3,313.76 | NO | 001 |
| 006 | Approved | Medium | RFI 0037 requires the addition of butyl tape vertically on the studs before the felt paper/metal lathe is screwed to the studs at the locations of stud veneer. | Owner | \$ 7,539.36 | NO | 002 |
| 007 | Approved | Medium | PR #13 relates to the issue that the proposed storm line location at CR530 is going to be in conflict with the 8" waterline feeds for The District project, if installed per current plans. Offsetting the waterline now will allow for the future storm line installation without interruption/interference of the 8" interference of the 8" waterline for The District. | Owner | \$ 4,781.60 | NO | 001 |
| 008 | Approved | Medium | Labor/Material/Equipment to install (6) hyperbolic canopies to fit openings in galvanized canopy steel. Price includes all d-rings, shackles, cables, clamps, brackets, etc. After PCO approval, there is approx. a 12 week lead time for the canopy shades before they would be installed. A delay in this PCO approval could result in extended GCs. | Owner | \$ 33,440.06 | NO | 002 |
| 009 | Approved | Medium | Per RFI 53 - Labor/Material/Equipment to install additional backer stud at each metal panel control joint in a framed wall. Includes 2 runs of z furring and R6000 butyl tape. | Owner | \$ 4,906.03 | NO | 002 |
| 010 | Approved | Medium | This PCO reflects costs associated to go from the previously approved 7.5HP chopper pumps to 15HP Hayward Gordon ChopX pumps. With the pump upgrades, the electrical components and generator also needed upgraded. Pumps are approx. 16 to 18 week lead time after order is placed. | Owner | \$ 55,907.94 | NO | 002 |
| 011R1 | Approved | Medium | The changes relating to PR 14 R1 include: revised concrete layout for rebar tree opening, the addition of eight in grade light fixtures at rebar trees, revised panel board index to illustrate upgraded exterior lighting, addition of poured in place backed concrete seat with bench tops | Owner | \$ 12,193.30 | NO | 003 |
| 012 | Approved | Medium | Original drawings shows metal roofing going directly on corrugated metal decking. This complicated the metal roofing installation (no backing at high ribs) as well as a potential condensation issue for people sitting outside. This change is for the supply and install of 1/2" exterior grade plywood and underlayment per spec 076113. | Owner | \$ 7,905.37 | NO | 002 |
| 013 | Approved | Medium | This PCO is for additional gutter brackets and custom color of the gutter brackets for all of the half round gutters on the metal roofs. This PCO is based on comments on the reviewed submittals | Owner | \$ 8,275.03 | NO | 002 |
| 014 | Rejected | Medium | This PCO is per PR 16. PR 16 is adding power rough in high in the storefront walls for future tenant signage. | Owner | \$ - | NO | 002 |



| General Contractor: | | | Crossland Construction | | | | |
|---------------------|----------------|----------|--|--------------------|--------------------|-----------------|-----------------|
| Project Name: | | | The District | | | | |
| Owner: | | | Mid-America Industrial Park | | | | |
| Architect: | | | Cyntergy | | | | |
| PCO ID | Current Status | Priority | Proposed Change Request Description | Approval Authority | \$ Amount Approved | Schedule Impact | Change Order ID |
| 015 | Approved | Medium | Extend 3" Comm. conduits past North curb line for all 3 building. | Owner | \$ 12,140.78 | NO | 003 |
| 016 | Approved | Medium | Proposed Change Order # 0016 includes pricing modifications related PR 017 and the removal of Wayfinding Kiosk. The total change amount is a reduction to the original contract amount equaling \$28,478.67. All conduit and power to remain and cap below concrete. | Owner | \$ (28,478.67) | NO | 003 |
| 017 | Approved | Medium | PCO 17 includes pricing modifications related RFI #55 and the need for additional wood blocking. | Owner | \$ 1,659.57 | NO | 003 |
| 018 | Approved | Medium | Proposed Change Order # 0018 includes pricing modifications related to the addition of manhole 5A and moving the sewer line ten feet to the north. The total change amount is in addition to the original contract amount equaling \$10,214.84. The existing water line that parallels the new sanitary sewer was closer than indicated on the drawings. | Owner | \$ 10,214.84 | NO | 003 |
| 019 | Rejected | Medium | Proposed Change Order # 0019 includes pricing modifications related to the preparation and installation of reclaimed wood at patio canopies and community building. | Owner | \$ - | NO | 003 |
| 019R | Approved | Medium | Proposed Change Order #0019R2 includes pricing modifications related to reclaimed wood at patio canopies and preparing reclaimed wood for interior siding for community building. | Owner | \$ (14,509.53) | NO | 004 |
| 020 | Approved | Medium | Proposed Change Order #0020 includes pricing modifications related to the Contractors need to provide power to their office trailer. | Owner | \$ 2,747.47 | NO | 004 |
| 021 | Approved | Medium | Proposed Change Order #0021 includes pricing modifications to replace door exit devices on storefront doors. The total change amount is in addition to the original contract amount equaling \$6,666.93. This PCO will change the current 6100 series exit devices to 6200 series exit devices to accommodate larger glass opening doors. | Owner | \$ 6,666.93 | NO | 004 |
| 022 | Rejected | Medium | Proposed Change Order #0022 includes pricing modifications related to RFI 60 and the need to relocate conduit to accommodate relocation of duct work, relocate duct work already installed, and removing a section of block wall. | Owner | \$ - | NO | 004 |
| 023 | Rejected | Medium | Drive thru w/canopy and window | Owner | \$ - | NO | 004 |
| 024 | Approved | Medium | Proposed Change Order #0024 includes pricing modifications to provide power to monument sign at main entrance. | Owner | \$ 3,872.05 | NO | 004 |
| 025R3 | Approved | Medium | Proposed Change Order #0025 includes pricing modifications related to PR 018 and the west bldg. perimeter wall rework for Fat Toad. | Owner | \$ 45,187.97 | YES | 005 |
| 026 | Approved | Medium | Proposed Change Order #0026 includes pricing modifications related to PR 19 and the removal of 178' of 6" PVC sanitary line for Red Crown | Owner | \$ (9,612.62) | NO | 004 |
| 028 | Approved | Medium | Proposed Change Order #0028 includes pricing modifications associated with PR #21 and the changes to the Community Building Interior Walls. PR #21 altered the stucco and shiplap layout for the interior walls. The PR also included the removal of one (1) wall sconce and the addition of power and data to the west wall for Owner provided TV. | Owner | \$ 2,414.65 | NO | 005 |
| 029 | Approved | Medium | PCO #29 includes pricing modifications to provide Bomanite Micro-Top ST finish in the Community Building. | Owner | \$ 22,242.49 | NO | 005 |

| | |
|---------------------|-----------------------------|
| General Contractor: | Crossland Construction |
| Project Name: | The District |
| Owner: | Mid-America Industrial Park |
| Architect: | Cyntergy |

| PCO ID | Current Status | Priority | Proposed Change Request Description | Approval Authority | \$ Amount Approved | Schedule Impact | Change Order ID |
|--------|----------------|----------|---|--------------------|--------------------|-----------------|-----------------|
| 030R1 | Approved | Medium | Exterior receptacles at all 3 building, roof patching at East & West building parapet walls, community building elec/AV changes, credit for portable AV system | Owner | \$ 18,178.35 | NO | 005 |
| 031 | Approved | Medium | Site Utilities misc adjustments | Owner | \$ 9,305.27 | NO | 005 |
| 032R1 | Approved | Medium | Removing z-furring and installing hat channel | Owner | \$ 37,121.95 | NO | 005 |
| 033 | Rejected | Medium | Bomanite Micro-Top XT coating at exposed slab edge | Owner | \$ - | NO | 005 |
| 034 | Approved | Medium | 950 additional SF MicroTop, CCC labor to cut & grind removable bollard handles, add concrete stoop, caulk under planter pots, install new bollards, paint bollards, Wi-Fi T-stats | Owner | \$ 21,462.90 | NO | 006 |
| 035R1 | Approved | Medium | Supply and set (13) 5 ton RTUs and (1) 12.5 RTU w/Hot gas reheat | Owner | \$ 242,213.29 | NO | 006 |
| 036 | Rejected | | Awaiting revised pricing for food prep area | | | | |
| 037 | Approved | Medium | Scaffold/Tent at courtyard Columns for mosaic tile work | Owner | \$ 6,668.30 | NO | 006 |
| 038 | Approved | Medium | IRA Green - Comm Bldg Sanitary Line Repair | Owner | \$ 1,892.49 | NO | 006 |
| | Approved | Medium | Deduct total allowance from Aggregate Base Course, Lime Stabilization, and \$406.65 from rock excavation & replace with soil allowance. | Owner | \$ (272,236.98) | NO | 006 |
| 039R2 | Approved | High | PCO 39R2 includes pricing related to PR 24R2 and the new catering space. | Owner | \$ 76,617.09 | NO | 007 |
| | In Progress | High | Credit for allowances | Owner | \$ (146,043.60) | NO | 007 |

SUMMARY

| | | | |
|--------------------------------------|-----------------|-----|------|
| ORIGINAL CONTRACT AMOUNT | \$ 8,642,500.00 | 365 | Days |
| TOTAL APPROVED CHANGE ORDERS | \$ 289,423.11 | 0 | Days |
| CURRENT CONTACT AMOUNT | \$ 8,931,923.11 | 365 | Days |
| PERCENT OF TOTAL CHANGE ORDER AMOUNT | 3.35% | | |





PROPOSED CHANGE ORDER REVIEW

CO NO. | PCO # 0039R2
CO DATE | 3/31/2021
PROJECT | The District
3822 W 530
Pryor, OK 74361
OWNER | MidAmerica Industrial Park/Oklahoma Ordnance Works Authority
4075 Sanders Mitchell St.
Pryor, OK 74361
ARCHITECT | Cynergy AEC, LLC
810 S. Cincinnati Ave., Ste 200
Tulsa, OK 74119
CONTRACTOR | Crossland Construction Company, Inc.
833 S. East Ave.
Columbus, KS 66725

COMMENTS

Proposed Change Order #0039R2 includes pricing modifications relating to PR #24R2. The total change is in addition to the original contract amount equaling \$76,617.09.

PR #24R2 reduced scope of work to the new catering room, #204, following the rejection of PCO 39R1. These pricing modifications include; building inspections, provision and installation of Knox-Box, Bomanite floor coating, catering equipment, slab for mini split/infill at catering, mini-split for catering, power/lighting/FA revisions, plumbing to catering, fire protection, and finishes within the new catering space.

Cynergy has reviewed Proposed Change Order #0039R2 and has no objections to the pricing included in the change.

ISSUED BY:

CYNERGY AEC, LLC
ARCHITECT (*Firm Name*)

A handwritten signature in blue ink, appearing to read 'John Droz', written over a horizontal line.

SIGNATURE

3/31/2021
DATE

John Droz, Project Manager
PRINTED NAME AND TITLE

END OF CO Review

CROSSLAND

CONSTRUCTION COMPANY, INC.

PCO 39R2 - PR 24R2 (Catering)

Scope of work per PR 24R2 & JC Carroll's comments as listed below. See attached quotes for details. Excludes any scope of work not listed below or in attached quotes. This PCO only includes Kadin as a part time Superintendent.

Pricing is only valid until 4/2/2021.

| | | |
|-------------------|---|--------------|
| Craig Higley | Building Inspections. Assumes no re-inspection fee from JC Carroll | \$ 1,298.81 |
| EMG | Signage | \$ - |
| CCC | Knox Box supply | \$ 2,178.00 |
| Bomanite | Recoat entire catering space flooring | \$ 5,200.00 |
| Restaurant Equip | Catering Equip w/ delivery | \$ 5,578.11 |
| Diversified Civil | Slab on grade infills. Slab for mini-split. Slab infill at catering space | \$ 3,900.00 |
| Hedkin | Infill masonry at pedestrian door | \$ - |
| GPR | Seal roof penetrations | \$ - |
| Air Comfort | Plenum extensions, exhaust fans, t-stats, Mini-split in catering space | \$ 2,700.00 |
| Collins Elec | Power/Lighting and FA changes in catering space. Includes JC Carroll's comments - modifying exit signage | \$ 8,210.00 |
| S&J Plumbing | Plumbing to catering space and tenant bathrooms. | \$ 24,500.00 |
| Hollon Fire | Fire protection—East & West infill locations. rework in community building above mech spaces and catering space per JC Carroll's comments | \$ 4,402.00 |
| Wiljo | Walls, ceilings, paint and floor base in catering space. Incls. knox box install. Walls, ceilings, blocking, doors/frames/hardware, toilet accessories, paint, floor base at tenant spaces. Does NOT Incl. drop ceilings in the fire riser room and elec room of the community building | \$ 4,600.00 |
| Sub Total | | \$ 62,566.92 |
| 10.0% GCs | | \$ 6,256.69 |
| 0.5% Insurance | | \$ 344.12 |
| 0.7% Bond | | \$ 484.17 |
| 10.0% P & OH | | \$ 6,965.19 |
| Grand Total | | \$ 76,617.09 |

City of Pryor Creek



Development Services

Catering Tenant Improvement Rate Schedule

Higley Consulting Building and Fire Code Services Fee Schedule

Occupancies: B
Type of Construction: II B
Fire Sprinkler: yes
Number of Stories: 1
Total Square feet: 240

Valuation based on the ICC square foot Construction Costs:

$$\$179.18 \times 240 \times 0.5 = \$21,501.60$$

Total valuation: \$21,500 (rounded down nearest 100)

Building Code Plan review

$$(\$21,500 \times .0008) + \$450 = \$467.20$$

Fire alarm and sprinkler review

$$0 \times 0.06 = \$0$$

Inspections

Building

$$(\$21,500 \times .0008) + 200 = \$217.20$$

Electrical

$$(\$21,500 \times .00057) + \$180 = \$192.26$$

Mechanical

$$(\$21,500 \times .00046) + \$180 = \$189.89$$

Plumbing

$$(\$21,500 \times .00057) + \$220 = \$232.26$$

Fire alarm and sprinkler

$$(0 \times .0002) + \$300 = \$0$$

Total project fee: \$1,298.81

Model 4409 – KnoxVault 4400, Surface Mount, Single Lock, Aluminum

Model: 4409



Installing to :

PRYOR HIGH SCHOOL, 1100 SE 9th St, Pryor, OK 74361

PRYOR HIGH SCHOOL, 1100 SE 9th St, Pryor, OK 74361

2 \$728.00 \$1,456.00

Model 3263 – KnoxBox 3200, Surface Mount, Hinged Door, Aluminum

Model: 3263




Installing to :

PRYOR HIGH SCHOOL, 1100 SE 9th St, Pryor, OK 74361

1 \$456.00 \$456.00

[Edit your Shopping Cart](#)

 **Approving Department/Agency:**
Pryor Fire Dept - PRYOR, OK

 **Approval Required Before Purchase**

Please note: The total amount is only an estimate. The Department has up to 30 days to review your order. The total amount may change if the price, freight and/or tax fee change(s) during the review timeline. An invoice with the updated amount will be emailed to you when the products ship.

| | | |
|--------------|----------------|-----------------------|
| Sub-total | | \$1,912.00 |
| Shipping | \$88 | \$63.00 |
| Tax | | \$177.75 |
| Total | \$2,178 | \$2,152.75 |

☒ I understand that approval from my local fire department/agency is required before purchase is complete

Once approval is provided my credit card will be charged and my order will be filled.

[Complete Order](#)

Matt Baker

From: Scott Lynch <scott@bomaniteoftulsa.com>
Sent: Tuesday, March 2, 2021 10:24 AM
To: Matt Baker
Subject: RE: The District - PR 24

[EXTERNAL EMAIL]

That's what we thought. After reviewing, however, we think it would be best to re-coat the entire room. Cost for such would be around \$5,200.00

Scott Lynch
Bomanite of Tulsa, Inc.
918.744.6272 Office
918.744.8470 Fax

Bomanite
OF TULSA, INC.

www.bomaniteoftulsa.com

From: Matt Baker <mbaker@crossland.com>
Sent: Tuesday, March 2, 2021 10:11 AM
To: Scott Lynch <scott@bomaniteoftulsa.com>
Subject: RE: The District - PR 24

Yes,
I just don't know how much yet. I'm trying to keep it to a minimum.

Blessings,

CROSSLAND
CONSTRUCTION COMPANY, INC.

Matt Baker, PMP
Pre-Construction Manager / Project Manager
833 S. East Ave. | P.O. Box 45
Columbus, KS 66725

c: 913-238-6529
t: 620-429-1414
mbaker@crossland.com
www.crossland.com



Trust – Responsibility – Integrity – Passion

From: Scott Lynch <scott@bomaniteoftulsa.com>
Sent: Tuesday, March 2, 2021 9:54 AM



Invoice 11/17/2020

The District-Pryor

Bob Lomax

Owner/Principal

Restaurant Equipment & Supply, LLC

office: 9186641778

cell:

fax: 9186645778

email: Lomax.res@gmail.com




Invoice

11/17/2020

Project:
The District-Pryor

From:
Restaurant Equipment & Supply,
LLC
Bob Lomax
9070 E. 31st Street
Tulsa, OK 74145-
9186641778
(918)664-1778 (Contact)

Job Reference Number: 1799

| Item | Qty | Description | Sell | Sell Total |
|-------------|------|--|------------|-----------------|
| 1 | 1 ea | TWO (2) COMPARTMENT SINK  Klinger's Trading Model No. ECS2 Economy Sink, two compartment, 37"W x 26"D x 41"H, 18/304 stainless steel construction, (2) 16" wide x 20" front-to-back x 11" deep bowls, 9"H backsplash, 8" O.C splash mount faucet holes, stainless steel gussets, legs, crossbracing, & adjustable bullet feet, ETL | \$373.07 | \$373.07 |
| | 1 ea | BK Resources BKF-SMPR-WB-G OptiFlow™ Pre-Rinse Assembly, splash-mounted, 8" OC, triple ply hose, 1/4 turn ceramic cartridges, integral check valves, color coded hot & cold indicators, 1/2" female inlets, 12" wall bracket, lead free, NSF, cCSAus | \$291.00 | \$291.00 |
| | 1 ea | BK Resources 3 year warranty, standard | | |
| | 1 kt | BK Resources BK-SMMK-90 Splash Mount Faucet Mounting Kit, (2) 1/2" supply nipples, (2) retainer nuts, (2) lock washers, (2) rubber washers & (2) male & female short 90° elbows, new design, easy installation | \$29.30 | \$29.30 |
| | 1 ea | BK Resources BKF-AF-12-G OptiFlow™ Add-On Faucet, for pre-rinse assembly, 12" heavy duty spout, double O-ring spout seal, 1/4 turn ceramic cartridges, high polished chrome finish, lead free, NSF, cCSAus (contact factory for CEC compliant model) | \$60.00 | \$60.00 |
| | 1 ea | BK Resources 3 year warranty, standard | | |
| ITEM TOTAL: | | | | \$753.37 |
| 2 | 1 ea | WORK TABLE, STAINLESS STEEL TOP  Klinger's Trading Model No. SG 3072 Work Table, open base, 72"W x 30"D x 36"H, 18/430 stainless steel top, turned down edges, reinforced with (3) hat channels, galvanized legs & adjustable undershelf, NSF | \$261.80 | \$261.80 |
| ITEM TOTAL: | | | | \$261.80 |
| 3 | 1 ea | ICE MAKER WITH BIN, CUBE-STYLE  Atosa USA, Inc. Model No. YR280-AP-161 Ice Maker with Bin, cube-style, air-cooled, self-contained condenser, 23.7"W x 28.5"D x 38.6"H, production capacity up to 283-lb/24 hours, 88 lb storage capacity, stainless steel exterior, 6" adjustable legs, includes: ice scoop, removable air filter, includes: 3M™ ICE120-S Water Filter System, R290 Hydrocarbon refrigerant, 115v/60/1-ph, 7.2 amps, cETLus, ETL-Sanitation, NSF, ENERGY STAR® (drain required) | \$1,927.06 | \$1,927.06 |
| | 1 ea | 2 year labor & parts warranty, 5 years warranty on compressor (US | | |

| Item | Qty | Description | Sell | Sell Total |
|-------|------|---|-------------|------------|
| ONLY) | | | | |
| | | | ITEM TOTAL: | \$1,927.06 |
| 4 | 1 ea | REACH-IN REFRIGERATOR Atosa USA, Inc. Model No. MBF8505GR Atosa Refrigerator, reach-in, one-section, 27"W x 31-7/10"D x 83-1/10"H, bottom-mount self-contained refrigeration, 19.1 cu. ft., (1) locking hinged solid door, digital temperature control, 33° to 40°F temperature range, (3) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 4" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.1 amps, cord with NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® 1 ea 2 year labor & parts warranty, 5 years warranty on compressor | \$1,519.36 | \$1,519.36 |
| | | | ITEM TOTAL: | \$1,519.36 |
| 5 | 1 ea | COMMERCIAL WASTE CONTAINER Winco Model No. PTC-44G Trash Can, 44 gallon, 34-1/2"L x 24"W x 31"H, large, heavy duty, HDPE, gray (lid not included) (Qty Break = 1 each) | \$47.21 | \$47.21 |
| | 1 ea | PTCL-44 Lid, for PTC-44G, HDPE, gray (Qty Break = 6 each) | \$16.97 | \$16.97 |
| | 1 ea | DLR-2 Dolly, holds up to 900 lbs., extra heavy-duty (Qty Break = 2 each) | \$43.43 | \$43.43 |
| | | | ITEM TOTAL: | \$107.61 |
| 6 | 1 ea | BUSSING UTILITY TRANSPORT CART, METAL Klinger's Trading Model No. CS-3-SM Utility Bus Cart, open design, 26-1/2"W x 16-1/2"D x 32-1/2"H, 430 stainless steel, 250lb. capacity, accommodates (3) bus trays, 4" ball bearing swivel casters | \$202.50 | \$202.50 |
| | | | ITEM TOTAL: | \$202.50 |

FIRSTLEASE
A Subsidiary of Firsttrust Bank

Lease-to-Own

24-month term: \$236.01*
36-month term: \$168.73*
48-month term: \$135.47*
60-month term: \$115.81*

For more information:
Giuseppe "G" Cucuzza
Sr. Accounts Manager
(267) 470-3116
giuseppe@firstleaseonline.com

>>> CLICK HERE TO APPLY NOW

*Lease rates are subject to change and credit approval.
Lease option applies to qualifying equipment only.

| | |
|--------------|-------------------|
| Merchandise | \$4,771.70 |
| Delivery | \$400.00 |
| Tax 8.517% | \$406.41 |
| Total | \$5,578.11 |



DIVERSIFIED
— CIVIL CONTRACTORS —

Print Form

7848 S. ELM PL ♦ BROKEN ARROW, OK 74011 ♦ O. 918.524.9660 ♦ F. 918.524.9659 ♦ DIVERSIFIEDCIVIL.COM

PROPOSED CHANGE ORDER

Proposed Change Order: PCO #7R

Date: 03/26/2021

To:

Crossland Construction Company

Attention: Matt Baker

Project Information:

Project Name: District Commercial Development - 1

Project No.: 19OK76CROD

Project Location: 3822 W 530 Pryor, OK 74361

Owner's Rep: Crossland Construction Company

ADJUSTMENT TO CONTRACT SUM:

Add: \$ 3,900.00

Deduct: _____

ADJUSTMENT TO CONTRACT TIME:

☐ No Change 3 Days Added _____ Days Deducted

BASIS FOR CHANGE:

- ☐ Error/Omission on Plans/Specs
- ☒ Owner/CM Request
- ☐ Value Engineering
- ☐ Unforeseen or Differing Site Condition
- ☐ Other: _____

Description:

#1: The material, labor, & equipment cost to form, reinforce, & pour a 3' x 10' concrete slab in the catering space including...

Install 15 mil Stego vapor barrier
Install Reinforcing Steel- #4 @ 18" o.c.e.w
Drill & Epoxy #4 Dowel x 36" @ 18" o.c. (Per Detail 5 on Sheet A-103)
Form work
Pour 4" PC Concrete Slab
Spray Clear Resin Cure J11W by Dayton Superior
Strip Forms and Cleanup

Total: 1 lump sum = \$3500

#2: The material, labor, & equipment cost to pour a 18" x 36" Condenser Pad for Mini-split AC Total: 1 Each x \$400/Ea = \$400

Engineer/Owner/CM's Response:

Nicholas A. Zografos

03/26/2021

Contractor's Representative (Print Name)

Date

Engineer (Print Name)

Date

Air Comfort, Inc.
Heating & Air Conditioning
517 West "H" St. – Jenks, OK 74037
Phone: (918) 299-9401- Fax: (918) 299-9491
OK License # 1418

March 2, 2021

To: Crossland Construction

Re: The District PR 024R
Pryor, OK

Proposal Includes:

- ~~✓ Furnish and install plenum extensions, ductwork to supply diffusers and return grilles for 5 of the spaces listed per the PR.~~
- ~~✓ Furnish and install 4 ceiling mount exhaust fans with associated ductwork up to curb and cap for 4 added restrooms per PR.~~
- ~~✓ Furnish and install 5 7 day programmable WiFi capable thermostats.~~
- ✓ Furnish and install 1 mini-split in commons building.
- ✓ Scissor lift to perform work.
- ✓ Labor and incidentals to perform work above.

Proposal Excludes:

- ✗ Electrical, plumbing, framing, painting, drywall, gas piping, roofing or concrete.
- ✗ Test & Balance.
- ✗ Furnish or installation of kitchen equipment.
- ✗ Tax.

Price for work above: ~~\$28,083.00~~
\$2,700

Sincerely,

Jason Blevins

"We appreciate your Business"



223 South Taylor Phone 918.825.1270
Pryor, OK 74361 Fax 918.825.1796
office@collinselectricco.net
OK License #65807
March 25, 2021

Work Change Proposal

Project: The District
Subject: Revisions as shown in PR 24R2
Number: 015-3

The following items are Included in proposal for New Catering area in Community Building:

- Furnish and Install Conduit, Wire, Device, and Termination to add (3) new receptacles in Storage Room 204, in Community Complex
- Furnish and Install Wire from existing Panelboard in existing conduit to Storage Room 204, for Dedicated power to Kitchen Equipment
- Furnish and Install (2) new type B fixture in Storage Room 204
- Relocate existing (3) Type B fixtures in Storage Room 204
- Furnish and Install (2) 24" x 24" Access Panel in new ceiling, in Room 204, to allow access to existing electrical above ceiling
- Furnish and Install conduit, wire, and termination for new Mini-Split Unit in Catering area
- Provide FA subcontractor for FA requirements in new Catering area
- Removal of Exit Signs per request from Fire Marshal

The following items are NOT Included in this proposal:

- New breakers (existing Spare breakers will be used)
- Power Supply for Water Heater in new Food Prep area in Community Building

Total Proposed Price for New Catering area in Community Building:

➤ **\$8,210.00 (Eight Thousand, Two Hundred, Ten Dollars)**

Thank you,

Kenny Brand – Collins Electric Company of Oklahoma, Inc.



1204 SW 1st Street, Pryor OK 74361

*(Phone) 918-825-3000

Oklahoma State License #62272

CROSSLAND CONSTRUCTION

The District

Kitchen Plumbing

This price includes the following:

- Saw cut and remove concrete to connect to the existing drain line under the slab.
- Install a floor sink for the sink and ice machine.
- Install sink drain to the floor sink.
- Install drain for the ice machine to the floor sink.
- Connect the cold waterline to the existing 2" line.
- Connect the hot waterline to the ¾" hot waterline from the existing water heater.
- Installation of 2-compartment sink and faucet.
- Install a waterline for the ice machine.
- Installation of the ice machine.
- Labor and material to complete this project.

This price does not include the following:

- Kitchen appliances
- Pouring back concrete in the kitchen space.
- Repair to electric piping or wiring in the kitchen if it is damaged during saw cutting or removing concrete floor.

TOTAL PRICE: \$ 24,500

Hollon Fire Protection, LLC

OKLA. ALARM INDUSTRY LIC. 1899

March 26, 2021

mbaker@crossland.com

Crossland Construction Company, INC.
833 S. East Ave.
Columbus, KS 66725

Attn: Matt Baker

RE: The District Community Building - Change Order Request #1 - Revised

We are requesting Change Order #1 for the reference project. To add upright sprinklers from the existing system to provide coverage over the ceilings of rooms #205, #206 per your request. Pricing also included installing chrome dry pendent heads in the proposed catering room. Pricing does not include JC Carrol fees if required.

Design - 3 hours at \$125.00 per hour. \$375.00

Permitting and fast track fee. - \$0.00 (request does not include permit or submittal fee's or reinspection fee's if required).

Project Manager – 2 hours @ \$90.00 per hour. \$180.00

Materials and Fabrication - \$1,047.00

Labor – 2 man crew 16 hours @ \$150.00 per hour. \$2,400.00

Subtotal \$4,002.00

Overhead and Markup 10%. \$400.00

TOTAL \$4,402.00

Please note the following exclusions: bonding, painting of pipe, electrical or alarm work, adequate access to work. Permitting fee's thru JC Carroll

Respectfully,
Hollon Fire Protection, LLC



Tim Hollon
Member Manager
thollon@hollonfireprotectionllc.com

15750 E. 590 RD Inola, Ok 74036
(918) 236- 4110



WILJO INTERIORS, INC.

2100 N. Indianwood Ave. BA, OK 74012

Phone: (918) 250-0679

Fax: (918) 250-0112

109 NE 38th St., OKC, OK 73105

Phone: (405) 792-7979

Fax: (405) 792-7980

www.wiljointeriors.com

ATTN: Matt Baker
Crossland Construction Company, Inc.

JOB: **MAIP The District**

Date: 03/24/2021

Plan Date: 2/16/2021

Per Addendum: **PRICING REQUEST #24R2**

We propose to furnish and install the following scope of work as listed below, per the plans and specifications.

Layout of our work from established points given by others.
Clean up of our debris into a dumpster provided by others.
Equipment/lifts/scaffolding to perform our work.

AMOUNT

Requested modification pricing*:
Build drywall ceiling in Catering 204.
Paint drywall ceiling, CMU walls at Catering 204.
Provide and install rubber base at Catering 204.
Install Knox boxes as required for project.

\$4,600

*This pricing can be held if awarded within 15 days per the supplier.

ALTERNATES:

EXCLUSIONS:

Exposed caulking; Dumpsters; Sealing of MEP penetrations; Engineering; Demolition; Bond;
Overtime; Night Work; Floor protection for sealed concrete and floor finishes; Temp walls.

Respectfully Submitted,

George Ghesquire
WilJo Interiors, Inc.

george@wiljointeriors.com

Coyote Hill Tree Clearing Change Order

SECTION 00700

CHANGE ORDER

Order No.: 1
Date: March 30, 2021
Agreement Date: February 25, 2021

NAME OF PROJECT: Coyote Hill Tree Clearing Project

OWNER: OKLAHOMA ORDNANCE WORKS AUTHORITY

CONTRACTOR: Ground Level, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Clearing Additional 19 Acers

Original CONTRACT PRICE: \$ 129,250

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 129,250

The new CONTRACT PRICE including this CHANGE ORDER will be (increased) (decreased) by \$ 16,450

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 145,700

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion of all work will be May 15, 2021

AUTHORITY: 

CONTRACTOR: _____

ENGINEER: _____

CHANGE ORDER
00700 - 1 of 1



OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #6

Title: Consider approval of Contract with SSC Signs and Lighting, LLC for Phase 1 Signage and Wayfinding Program.

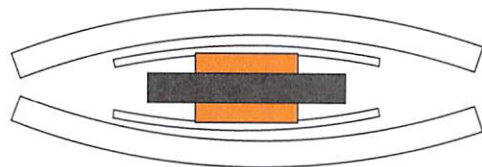
Issue: This issue addresses two different areas of the Park regarding signage and wayfinding. The first issue is the need for new signage at The District and the second issue is to improve the function of the existing wayfinding signage while updating the new “Brand” and logo that was implemented in 2020.

Relevant Information: BDG Signage and Wayfinding Design Specialists prepared a bid package that was advertised for competitive bids on March 22, 2021 and bids opened on April 12, 2021 at 2:00pm for OOWA Industrial Site Signage Package Phase 1-2021. The bid package included conceptual design for the Industrial Site Signage Package Phase 1. On April 1st, a mandatory pre-bid meeting was held. Four contractors attended the pre-bid for this project. Three bids were submitted and opened on April 12, 2021 and have been evaluated by OOWA staff. The lowest most responsive bid is presented for approval by OOWA Board of Trustees. The design team estimate for this project was \$548,080.

Cost of Project: Contract amount for OOWA Industrial Site Signage Package Phase 1-2021 is \$504,519.47.

Timing: The contract would be processed immediately following the board approval, it is estimated to be complete 150 days after release.

Management’s Recommendation: Staff hereby recommends approval of contract with SSC Signs and Lighting, LLC to perform the work included in the OOWA Industrial Site Signage Package Phase 1-2021 on OOWA Property.



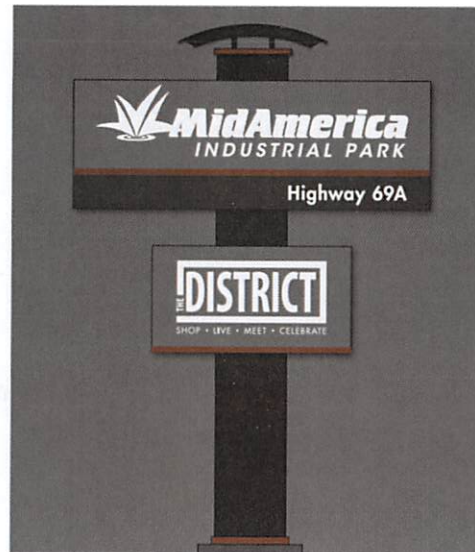
1 Plan View
Scale: 1/8"=1'-0"



2 Front Elevation
Scale: 1/8"=1'-0"



Existing Example

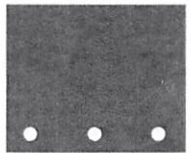


3 Back Elevation & Illumination
Scale: 3/32"=1'-0"

1. Fabricated aluminum curved accent top, visually similar to The District canopy structure. Painted P-2 Black Fox. Internally illuminated cut-out and backed graphics with LED illumination.
2. Fabricator to modify the existing sign structure to match new height and supply new fabricated aluminum shroud. Painted P-2 Black Fox and P-6 Logo Orange.
3. Fabricated aluminum radiused sign face painted P-3 Gauntlet Gray, P-5 White, and P-6 Logo Orange.

Fabricator to provide the necessary engineered internal structure.
4. Logo to be cut-out and backed with translucent white acrylic and duotone vinyl digitally printed to match P-6 Logo Orange, P-7 Logo Indigo, P-8 Logo Blue, and P-9 Logo Gray.
5. Message to be cut-out and backed with translucent white acrylic.

Font: Futura Std Heavy
Illustrator Letterspacing: Optical 50
6. Logo to be cut-out and backed with translucent white acrylic and V-12 Duotone vinyl.
7. Fabricator to re-use existing foundation and provide additional foundations as required.



Babendure Design Group
8140 Walnut Hill Ln. #950
Dallas, Texas 75231
214.265.1960
www.babendure.com

MidAmerica Industrial Park / The District

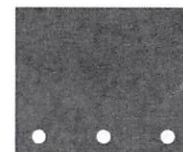
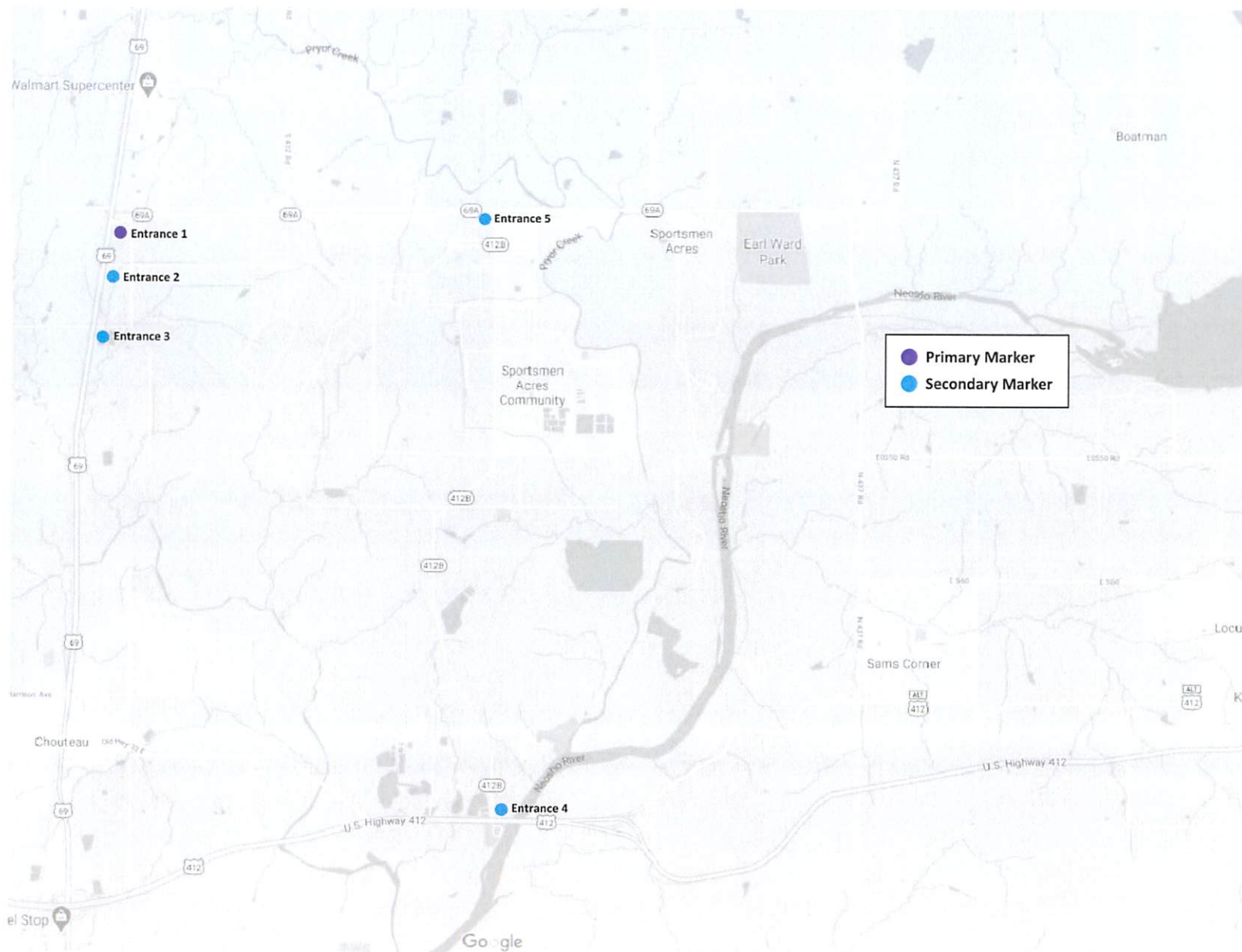
Contract Drawings

| Date | Issued |
|----------|---------|
| 03.22.21 | For Bid |

Design Intent Drawings

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M 01A
Primary Marker
Deductive Alternate



B D G

Babendure Design Group
8140 Walnut Hill Ln. #950
Dallas, Texas 75231
214.265.1960
www.babendure.com

MidAmerica Industrial
Park / The District
Pryor, Oklahoma

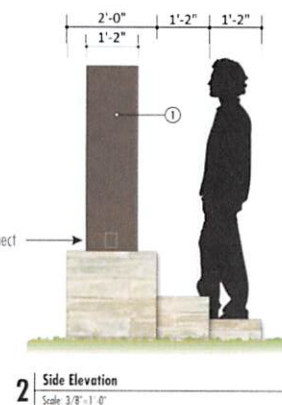
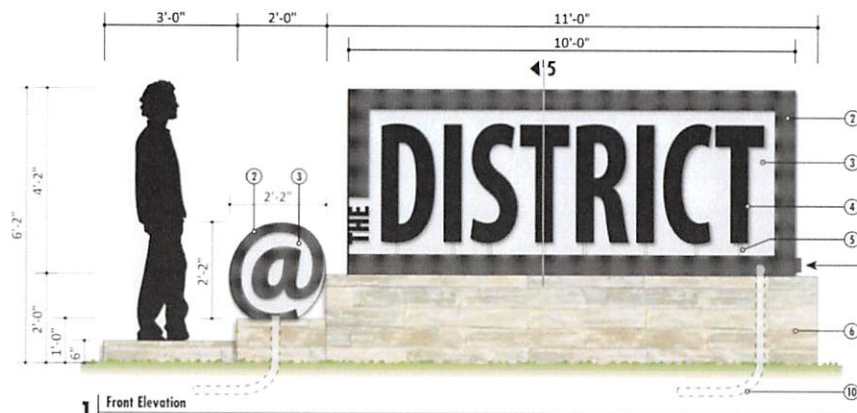
Contract Documents &
Location Plans

Date
03.22.21

Issued
For Bid

Design Intent Drawings
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and installation of all products represented
herein will be derived from the shop drawings
produced by the project's contracted fabricator.

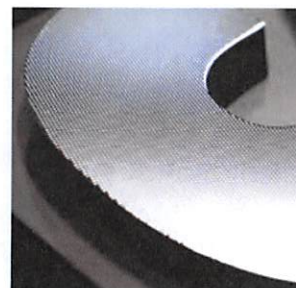
Location Plan
MidAmerica Industrial
Park 1



Illumination with Color-Changing Border and Halo Letters



Perforated Metal Pattern



Micro Perf Example

1. Fabricated sign box painted P-2 Black Fox. Reinforced interior structure in case the sign is climbed on.

2. 2" deep fabricated aluminum channel logo outline with micro-perforated face. Internal illumination with full-color color-changing LED lights and remote controller.

S-2 Micro Perf by Flex-America or similar as approved by Designer, face to match P-1 Tricorn Black.

3. Perforated aluminum sign face. S-3 Perforated Aluminum to match: McNichols designer perforated, slotted, moire 2043 or similar as approved by Designer.

4. 2" deep halo-illuminated fabricated "THE DISTRICT" letters painted P-1 Tricorn Black and mechanically fastened to perforated sign face.

5. Electrical conduit to be hidden behind the logo outline except to come up to the bottom of the halo letters.

6. Precast stone veneer on concrete base. S-1 Stone to match: Barn Woodstone by Cornonado Stone Products
Color: Rustic Farmhouse
Size: 6 x 36 inches, dry stacked

Pigmented Mortar: Ash Grove Pro Mix, Portland Lime Mortar Type S
Product Number 601.
Color: Slate

7. Non-illuminated back frame painted P-2 Black Fox.

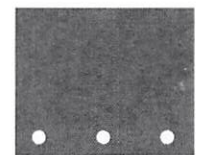
8. Concrete foundation to be engineered per site conditions.

Final location to be determined.

9. Fabricator to provide electrical supply to sign location and final electrical connection. Tie Project Identity sign electrical service into the closest timed circuit light pole.

Existing electrical service is 120 - 277v.

10. Underground conduit to existing site lighting.



Babendure Design Group
8140 Walnut Hill Ln. #950
Dallas, Texas 75231
214.265.1960
www.babendure.com

MidAmerica Industrial Park / The District

Contract Drawings

| Date | Issued |
|----------|---------|
| 03.22.21 | For Bid |

Design Intent Drawings

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D.02
Project Identity



2021 McKinney Avenue, Suite 900 75201
T 972.663.9600 F 972.663.9999
cushwake.com

April 21, 2021

John Schaffitzel
Oklahoma Ordnance Works Authority
MidAmerica Industrial Park
P.O. Box 945
Pryor, OK 74362

Re: OOWA Phase 1 Signage Package Bid Award

Dear Mr. Schaffitzel,

The Cushman & Wakefield team has reviewed bid packages for the Phase 1 Signage Project and recommends proceeding with SSC Signs and Lighting, LLC (SSC). SSC's total bid amount is \$504,519.47. SSC has included a \$35,000 allowance in their bid total for unknown structural repairs. SSC included (3) installation trips for The District, (3) installation trips for the Industrial Park, and (4) trips for removal in their estimate. Cushman & Wakefield would like to bring to your attention that additional trips to the site requested of SSC by ownership will be subject to a trip charge of \$3,960.00.

SSC is a well-known, very large sign manufacturer and installer here in the Dallas-Ft. Worth area. Some of their large customers include Chase Bank locations around the nation and they just completed the Dickey's Arena in Ft. Worth. CW PDS has recently used them at two large asset re-developments in Dallas. These projects include International Plaza and Lincoln Center, both of which are projects similar to yours in size.

Sincerely,

Cushman & Wakefield

Wes Combs
Director
Project and Development Services

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #7

Title: Consider approval of contract to complete white box buildout for five (5) tenant spaces at The District.

Issue: OOWA has completed the shell construction of The District. The construction of the Fat Toad project is near completion. Three additional companies have signed Letters of Intent to move to The District. Two of these three companies have agreed to move in based on OOWA providing a “white box” condition prior to their acceptance of the space. The “white box” condition will provide demising walls, HVAC trim out, ceiling grid and tile, electrical trim out, and a single ADA bathroom.

Relevant Information: OOWA worked with Cyntergy to develop a bid package that includes 5 spaces that are built out to “white box” condition. The bid package has been advertised for public bid. Three prime bidders attended the mandatory pre-bid meeting. Bids received on April 26, 2021 determine the low responsible bidder for this scope of work. The engineers estimated cost for this work is \$250,000. Two of the spaces have an LOI signed, one of the spaces will be used for a MidAmerica Marketing Office, and the other two “white box” space will be available for lease. Each of the “white box” spaces are 1,200 sf. There will be 1- 1,800 sf space, 1- 2,400sf space, 1-3,600 sf space and the other anchor restaurant space left in shell condition.

Cost of Project: Engineer’s estimated cost is \$250,000.

Timing: The contract would be processed immediately following the board approval, it is estimated to be complete 150 days after release.

Management’s Recommendation: Staff hereby recommends approval to award a contract to the lowest responsible bidder for completion of the “white box” space at The District based on bids received on April 26, 2021.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #8

Title: Consider approval of Contract with JE Dirt Wurx, LLC for 2nd Street Grading, Drainage and Surfacing Project.

Issue: OOWA sold a piece of property to Brent Electric along Webb Street at the northwest corner of the Park. Part of this agreement included that OOWA would design and construct a road along the southern border of the parcel allowing secondary access to the parcel.

Relevant Information: Olsson prepared a design and bid package that was advertised for competitive bids on March 29, 2021 and bids opened on April 19, 2021 at 2:00pm for 2nd Street Grading, Drainage and Surfacing. The bid package included engineered drawings for the grading, drainage and surfacing for the 2nd Street Project. On April 8th a mandatory pre-bid meeting was held. Five contractors attended the pre-bid meeting for this project. Three bids were submitted and opened on April 19, 2021. The bids have been evaluated by OOWA staff and the lowest most responsive bid is presented for approval by OOWA Board of Trustees. Engineer's estimate was \$244,574.28 for this scope of work.

Cost of Project: Contract amount for 2nd Street Grading, Drainage and Surfacing is \$213,591.05.

Timing: The contract would be processed immediately following the board approval, it is estimated to be complete 150 days after release.

Management's Recommendation: Staff hereby recommends approval of contract with JE Dirt Wurx, LLC to perform the work included in the 2nd Street Grading, Drainage and Surfacing Plans on OOWA Property.

SURVEY CONTROL DATA

1. HORIZONTAL CONTROL MONUMENTS
OKLAHOMA STATE PLANE COORDINATE SYSTEM -
LAMBERT NORTH PROJECTION
2. BASIS OF BEARING:
LOCAL GRID BEARING
3. VERTICAL CONTROLS (BM):
NAVD 1988
4. SECTION NUMERICAL DESCRIPTION (S-T-R):
SECTION 13, T-18-N, R-14-E

BEFORE YOU DIG! CALL OKIE 1-800-522-6543

UTILITIES LOCATION SHOWN ON PLAN AND PROFILE WERE OBTAINED FROM INFORMATION PROVIDED BY UTILITY SYSTEM OWNER IN CONJUNCTION WITH EXISTING PHYSICAL FEATURES VISIBLE AT THE TIME OF THE TOPOGRAPHIC SURVEY. LOCATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

UTILITY CONTACTS

UTILITY COMPANY
ATTN: CONTACT
ADDRESS
CITY, STATE ZIP
(XXX) XXX-XXXX
(XXX) XXX-XXXX (FAX)

UTILITY COMPANY
ATTN: CONTACT
ADDRESS
CITY, STATE ZIP
(XXX) XXX-XXXX
(XXX) XXX-XXXX (FAX)

UTILITY COMPANY
ATTN: CONTACT
ADDRESS
CITY, STATE ZIP
(XXX) XXX-XXXX
(XXX) XXX-XXXX (FAX)

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ADDRESS
CITY, STATE ZIP
(XXX) XXX-XXXX
(XXX) XXX-XXXX (FAX)

UTILITY COMPANY
ATTN: CONTACT
ADDRESS
CITY, STATE ZIP
(XXX) XXX-XXXX
(XXX) XXX-XXXX (FAX)

CONVENTIONAL SYMBOLS

| | |
|-----------|------------------------------------|
| — | SECTION LINES |
| — | PROPOSED ROAD |
| R/W | RIGHT-OF-WAY LINES - NEW |
| PRES. R/W | RIGHT-OF-WAY LINES - EXISTING |
| X | FENCES |
| —DE— | OVERHEAD ELECTRIC LINES |
| —DT— | OVERHEAD TELEPHONE LINES |
| —SS— | SANITARY SEWERS |
| —G— | GAS LINES |
| —W— | WATER LINES |
| —UT— | UNDERGROUND TELEPHONE LINES |
| —CTV— | CABLE TELEVISION LINES |
| —STM— | STORM SEWER |
| —UCT— | UNDERGROUND CABLE TELEVISION LINES |
| —UE— | UNDERGROUND ELECTRIC |

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION GOVERN APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION, DECEMBER 18, 2019

MidAmerica

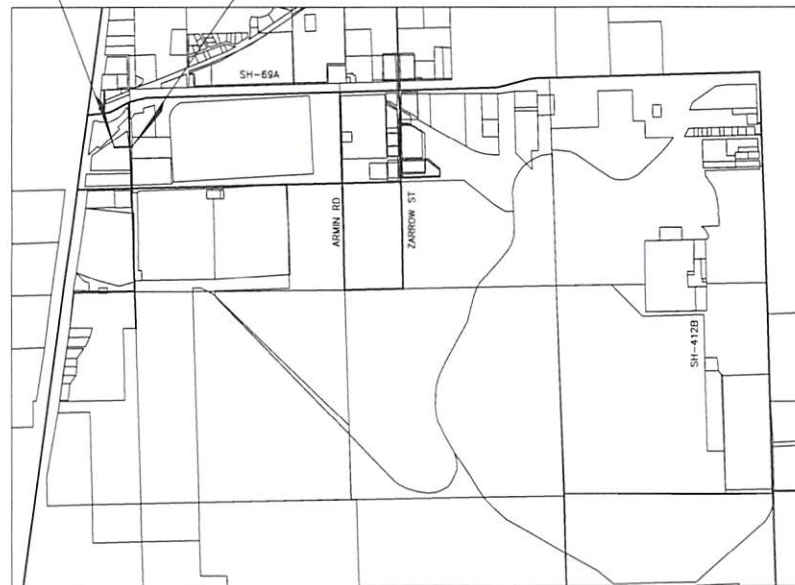
INDUSTRIAL PARK

2ND STREET

GRADING, DRAINAGE AND SURFACING PLANS

STA. 10+00.00
BEGIN CONSTRUCTION
2ND STREET

STA. 13+51.68
END CONSTRUCTION
2ND STREET



ROADWAY LENGTH _____ 351.68 FT. 0.066 MI.
BRIDGE LENGTH _____ 00.00 FT. 0.0000 MI.
PROJECT LENGTH _____ 0.066 MI.

EXCEPTIONS

INDEX OF SHEETS

| DESCRIPTION | SHEET |
|-----------------------------|-----------|
| TITLE SHEET | 001 |
| TYPICAL SECTIONS | 002 |
| PAY QUANTITIES AND NOTES | 003 |
| GENERAL CONSTRUCTION NOTES | 004 |
| SUMMARY OF SHEETS ESTIMATES | 005 |
| DRAINAGE MAP | 006 |
| EROSION CONTROL | 007 |
| PLAN AND PROFILES | 008 |
| CROSS SECTIONS | XS01-XS05 |

STANDARD DRAWINGS**O.D.O.T.**

| ROADWAY | TRAFFIC |
|-----------|----------|
| SSS-1-1 | SSP-1-02 |
| TRC-3-2 | SSA-1-00 |
| TSO-2-0 | RSO-1-00 |
| TRC-1-1 | |
| TRP-1-2 | |
| CSCD-5-4 | |
| LTU-4-0 | |
| PSE-1-0 | |
| CE-40-3-2 | |
| PCS-4-1 | |
| SSC-3-1 | |
| SP-4-1 | |
| SPB-1-4 | |
| FHTCP-3-1 | |
| SB-4-2 | |
| SC-3-2 | |
| RWF-2-3 | |
| RWF-2-2 | |
| RWF-3-2 | |

PREPARED BY:

olsson

C.A. 2463
EXP. 06-30-2021

1717 S. BOULDER, SUITE 600
TULSA, OKLAHOMA 74119

Russell L. Deaty
RUSSELL L. DEATY

OKLA. REG. NO. 20685

04/01/2021
Date





April 27, 2021

Oklahoma Ordnance Works Authority
4075 Sanders Mitchell St.
Pryor, OK 74361

RE: Award Recommendation
OOWA 2nd Street Grading, Drainage, and Surfacing Project

Members of the Board:

Bids were opened on Thursday, April 8, 2021 at 2:00 pm for the above-referenced project. A total of five (5) bids were received and are summarized below along with the Engineer's Estimate:

| Bidder | Part A Bid |
|-----------------------|--------------|
| Dirt Wurx | \$212,991.05 |
| Tri-Star Construction | \$258,000.00 |
| Paragon Contractors | \$294,461.76 |
| Key Maintenance | \$340,560.00 |
| Ground Level | \$367,576.00 |
| Engineer's Estimate | \$244,574.28 |

All bids were reviewed for mathematical accuracy and for identification of any potential irregularities. Error was found on a line item for Dirt Wurx's Bid. A revised bid form from Dirt Wurx has been submitted and the corrected amount is in the table above.

Olsson recommends award of Contract to Dirt Wurx at the base price bid of \$212,991.05.

Sincerely,
Olsson, Inc.



Russell Beaty, P.E.

Russell Beaty, P.E.

Attachments: Attachment A –Bid Tabulation

Remarks:

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #9

Title: Ratification of approval for emergency repairs made during the February 2021 extreme weather event.

Issue: Oklahoma experienced an extreme weather event in February 2021. An historic cold outbreak overspread all of the state from February 6th and lasted through February 18th. As a result, Governor Stitt issued a state of emergency February 12, 2021. A Federal Disaster Declaration was approved on February 18th by President Biden. FEMA will be able to provide reimbursement for emergency measures to state and local agencies at 75% federal cost share. The OOWA will submit a request to the Oklahoma Department of Emergency Management by May 25th for reimbursement consideration.

Relevant Information: OOWA responded to numerous emergency situations due to the extended cold weather event. In accordance with the OOWA Policy OOWA-PU-110, emergency purchase orders were approved for the work listed on the attached page.

Cost of Project: Total overall cost for these repairs is \$132,997.43.

Timing: Most of this work has already been done outside of what we could get competitive pricing and have time to properly schedule the work.

Management's Recommendation: Staff hereby recommends approval of the emergency purchase orders.

Emergency Repairs (Winter Weather 2021)

| Description | Location | Contractor | Cost/Est. | Spent to Date |
|---|---|--------------------------|---------------------|--------------------|
| Material used for snow removal | Admin Building, Water Plant 1, Wastewater Facility and Maintenance Shop | OOWA | \$1,329.98 | \$1,329.98 |
| Caustic line froze up | Water Plant 1 | Cook Consulting | \$5,271.43 | \$5,271.43 |
| 8" Water line broke under railroad tracks | Pryor Chemical Plant | Williams Construction | \$30,142.24 | \$30,142.24 |
| 8" Water line broke | Siemens Entrance/412B | Key Maintenance | \$21,232 | \$14,832 |
| Secondary clarifier rake arm broke | Wastewater Facility | Cook Consulting | \$45,000 | \$4,300 |
| Water tower overflow line broke | Water tower at 69A and 412B Intersection | Cook Consulting | \$5,218 | \$5,218 |
| Cascade lift station electrical issues | Cascade lift station off 69A | Brent Electric | \$567.25 | \$567.25 |
| Hotel lift station froze up | Hotel lift station off 69 Highway | OOWA and Key Maintenance | \$9,329.77 | \$9,329.77 |
| Misc repairs at Water Plant 1 | Water Plant 1 | OOWA | \$1,733.51 | \$1,733.51 |
| OOWA Employee and Vehicle cost | All project locations | OOWA | \$13,173.25 | \$13,173.25 |
| | | | \$132,997.43 | \$85,897.43 |

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #10

Title: Consider approval of Agreement with Holloway, Updike and Bellen, Inc. for engineering services for Coyote Hills Regional Lift Station and Force Main.

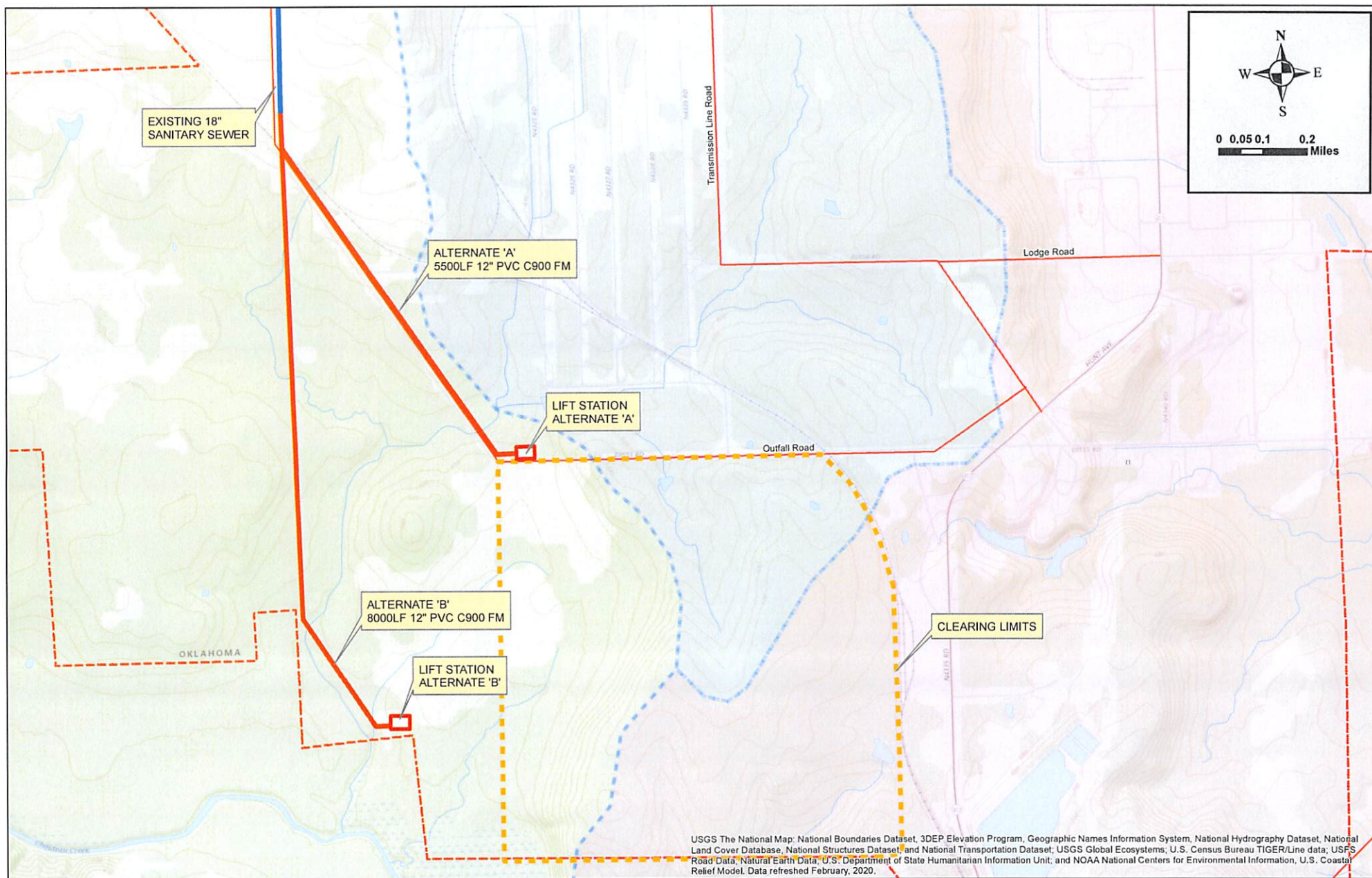
Issue: MidAmerica Industrial Park continues to improve areas to serve industrial clients that require 500-1000 acres of land for development. Site access, roads, water, sewer and environmental clearance are part of the process. The Coyote Hills Regional Lift Station and Force Main project has been identified as the next step due to the length of time to engineer and construct.

Relevant Information: Holloway, Updike and Bellen, Inc. (HUB Engineers) has prepared a scope of work for the Coyote Hills Regional Lift Station and Force Main. The project consists of professional engineering services to design a new 1.0 MGD (expandable to 3.0 MGD) regional duplex submersible lift station, approximately 4600 linear feet of gravity sewer and approximately 5500 linear feet of 12" force main to serve portions of the proposed Coyote Hills, Ridgeline and Igloo Valley development areas. The scope of work proposed authorizes HUB Engineers to provide and Engineering Report, Field Survey and Preliminary Design, Easement Documents, Final Design, Bidding Services and Construction Administration.

Cost of Project: The engineering contract with Holloway, Updike and Bellen, Inc. is a lump sum contract for \$218,500.

Timing: The contract would be processed immediately allowing the engineering to be begin. Final design complete 210 days from Notice-to-Proceed.

Management's Recommendation: Staff hereby recommends approval of the contract with Holloway, Updike and Bellen, Inc. in the amount of \$218,500 to perform engineering services for the Coyote Hills Regional Lift Station and Force Main.



**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
COYOTE HILLS REGIONAL LIFT STATION AND FORCE MAIN**

THIS AGREEMENT, including Attachments, between the Oklahoma Ordnance Works Authority, (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

WITNESSETH:

WHEREAS, Owner intends to construct improvements identified as Coyote Hills Regional Lift Station and Force Main:

PROJECT:

Coyote Hills Regional Lift Station and Force Main: Professional engineering services to design a new 1.0 MGD (expandable to 3.0 MGD) regional duplex submersible lift station, approximately 4,600 linear feet of gravity sewer and approximately 5,500 linear feet of 12" force main to serve portions of the proposed Coyote Hills, Ridgeline and Igloo Valley development areas.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the 27th day of April 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its failure to perform its obligations under this agreement or by its negligent acts, errors, or omissions.

7.3 Consequential Damages. Neither Owner nor Engineer shall be liable to the other for any special, indirect, or consequential damages resulting in any way from the performance of the Services or this Agreement such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain

its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer: Holloway, Updike and Bellen, Inc.
 905-A South 9th St.
 Broken Arrow, OK 74012
 Attention: Stephen Tolar, PE, SE, President

Owner: Oklahoma Ordnance Works Authority
 P.O. Box 945
 Pryor Creek, OK 74362
 Attention: John Schaffitzel, Assistant General Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED


The Owner will issue the Engineer a written "Notice to Proceed" as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:
OKLAHOMA ORDNANCE WORKS
AUTHORITY

ENGINEER:
HOLLOWAY, UPDIKE
AND BELLEN, INC.

Chairman



President

(SEAL)



ATTEST: _____
Secretary

ATTEST: 

(Assistant Secretary)

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
COYOTE HILLS REGIONAL LIFT STATION AND FORCE MAIN**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional engineering services to design a new 1.0 MGD (expandable to 3.0 MGD) regional duplex submersible lift station, approximately 4,600 linear feet of gravity sewer and approximately 5,500 linear feet of 12" force main to serve portions of the proposed Coyote Hills, Ridgeline and Igloo Valley development areas.

Refer to Exhibit A for a conceptual cost estimate of the proposed work.

II. SCOPE OF SERVICES

A. Engineering Report:

1. The Engineer shall prepare the standard DEQ Form No. 656-SER Engineering Report Form for Sewer Lift Stations and submit to Oklahoma Department of Environmental Quality (ODEQ) for construction permitting.
2. The Engineer shall prepare a brief Technical Memorandum (TM) documenting the drainage boundaries served and summarizing lift station design conditions for current and future phases of expansion. TM shall also show current and future gravity sewer improvements for proposed development areas.

B. Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the

geotechnical report will be paid by the Owner.

3. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format acceptable to the ODEQ. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Easement Documents

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project.
3. The Engineer shall prepare legal descriptions for the permanent and temporary easements. It is anticipated that no more than 5 additional easements will be required.
4. The Engineer shall provide maps of easements to be acquired.

D. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.

3. The Engineer shall provide the Owner with five (5) copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.
- E. Bidding Services: The Engineer will furnish bidding phase services as described below:
1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties and maintaining a record of those to whom bidding documents have been issued.
 2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.
 3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
- F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
 2. Construction Progress Meetings. All progress and coordination

meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period and as often as weekly during critical phases of any work. These meetings shall be in addition to weekly site scheduling and coordination meetings between the Contractor's superintendent, the Resident Project Representative, and the Owner's representative.

3. Reporting. Reporting of the daily construction activities is NOT INCLUDED.
4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
5. Pay Estimates. Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. Contractor's Schedule Review. Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. Resident Project Representation. NOT INCLUDED
10. Visual Documentation. NOT INCLUDED
11. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
12. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.

13. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
 14. Field Changes. Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.
 15. Record Drawings. From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer shall submit to Owner three sets of reproducible record drawings at completion of the Project.
 16. Warranty Coordination. Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.
- G. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services. Compensation for additional services will be in accordance with the attached Hourly Rates.
- H. Resident Project Representation: (NOT INCLUDED)
- I. Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative (NOT INCLUDED)

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
COYOTE HILLS REGIONAL LIFT STATION AND FORCE MAIN**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

| Task | Fee |
|------------------------------|--------------|
| Preliminary Design and TM | \$105,000.00 |
| Final Design | \$86,000.00 |
| Bidding Services | \$7,000.00 |
| Services During Construction | \$20,500.00 |
| Total Fee | \$218,500.00 |

- B. Additional Engineering Services. For pre-authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer an amount equal to actual hourly salary rates paid by the Engineer to personnel assigned to the Project times 2.8, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services. For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
COYOTE HILLS REGIONAL LIFT STATION AND FORCE MAIN
OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition procurement, costs and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
COYOTE HILLS REGIONAL LIFT STATION AND FORCE MAIN**

SCHEDULE

The work shall be completed in accordance with the following schedule:

| Task | Days from Notice to Proceed |
|-----------------------|------------------------------------|
| Preliminary Design | 90 |
| Final Design | 120 |
| Advertise | 30 |
| Award | 30 |
| Start Construction | TBD |
| Complete Construction | TBD |

Holloway, Updike and Bellen, Inc.
Conceptual Cost Estimate

Project: **Oklahoma Ordnance Works Authority**
Coyote Hills Regional Lift Station
1.0 MGD Submersible LS - Expandable to 3.0 MGD

April 20, 2021
By: Stephen Tolar

| Item No. | Description | Unit | Estimated | | | |
|----------|---------------------------------|------|------------|---------------|---------------------|------------------------|
| | | | Quantities | Unit Costs | Installation Factor | Total Costs |
| 1 | Coyote Hills Regional LS | | | | | |
| A | Demolition | | | | | |
| | Not Required | LS | 1 | \$ - | 1.00 | \$ - |
| B | Bypass Pumping | | | | | |
| | Not Required | WK | 1 | \$ - | 1.00 | \$ - |
| C | Sitework | | | | | |
| | Security Fence | LF | 250 | \$ 35.00 | 1.00 | \$ 8,750.00 |
| | Excavation/Shoring | LS | 1 | \$ 150,000.00 | 1.00 | \$ 150,000.00 |
| | Backfill | CY | 450 | \$ 25.00 | 1.00 | \$ 11,250.00 |
| | Aggregate Surfacing | CY | 60 | \$ 55.00 | 1.00 | \$ 3,300.00 |
| | 12" Force Main | LF | 5,500 | \$ 120.00 | 1.00 | \$ 660,000.00 |
| | 18" Gravity Sewer | LF | 3,600 | \$ 175.00 | 1.00 | \$ 630,000.00 |
| | 12" Gravity Sewer | LF | 1,000 | \$ 140.00 | 1.00 | \$ 140,000.00 |
| | Manholes | EA | 1 | \$ 2,800.00 | 1.00 | \$ 2,800.00 |
| D | Lift Station | | | | | |
| | Submersible Pumps | EA | 2 | \$ 45,000.00 | 1.00 | \$ 90,000.00 |
| | Piping/Valves | LS | 1 | \$ 50,000.00 | 1.00 | \$ 50,000.00 |
| | Structure | LS | 1 | \$ 200,000.00 | 1.00 | \$ 200,000.00 |
| | Hatches | EA | 7 | \$ 5,000.00 | 1.00 | \$ 35,000.00 |
| | Basket Screen | LS | 1 | \$ 17,000.00 | 1.00 | \$ 17,000.00 |
| | Misc. Materials | LS | 1 | \$ 20,000.00 | 1.00 | \$ 20,000.00 |
| | Painting | LS | 1 | \$ 9,000.00 | 1.00 | \$ 9,000.00 |
| | Jib Crane & Foundation | LS | 1 | \$ 28,000.00 | 1.00 | \$ 28,000.00 |
| | Flow Meter & Vault | LS | 1 | \$ 30,000.00 | 1.00 | \$ 30,000.00 |
| E | Electrical | LS | 1 | \$ 100,000.00 | 1.00 | \$ 100,000.00 |
| F | Generator | LS | 1 | \$ 70,000.00 | 1.00 | \$ 70,000.00 |
| G | Instrumentation / Controls | LS | 1 | \$ 25,000.00 | 1.00 | \$ 25,000.00 |
| | Subtotal | | | | | \$ 2,280,100.00 |
| | Contingencies | % | | 20.0% | | \$ 456,020.00 |
| | Total Construction Cost | | | | | \$ 2,736,120.00 |
| | Engineering | % | | 8.0% | | \$ 218,889.60 |
| | Total Project Cost | | | | | \$ 2,955,010 |

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #11

Title: Consider approval of execution and authorization of USDA Rural Business Development Grant Application, and grant acceptance and related documentation.

Issue: OOWA is submitting a USDA grant application and seeking approval of resolutions related to grant application, grant acceptance and related documentation.

Relevant Information: This grant application will allow OOWA to scale the equation program that have been developed by providing seed funding to offset costs for instruction and tuition.

Estimated Cost of Project: There is a \$2,500 fee for grant writing services and a 1% commission which is written into grant proposal.

Timing: Grant process should be completed with 60 days.

Management's Recommendation: Staff recommends board approval of this this resolution.

April 27, 2021

United States Department of Agriculture

Re: Oklahoma Ordnance Works Authority
Rural Business Development Grant
Application Dated March 25, 2021

Gentlemen:

I am General Counsel of the Oklahoma Ordnance Works Authority (the "Applicant"), a public trust whose beneficiary is the State of Oklahoma. The Applicant was created on December 30, 1960, upon the execution of the Applicant's Trust Indenture by the Trustor and Trustees, and the acceptance of the beneficial interest in the Applicant by the Governor of the State of Oklahoma acting on behalf of the State of Oklahoma. The Applicant is a currently existing public trust, duly and validly created and existing pursuant to the Oklahoma Trusts for Furtherance of Public Functions Act, 60 O.S. Sec. 176 et seq. Its trust uses and purposes have been specifically declared by the Oklahoma Legislature to be "in furtherance of a public function and purpose and vital to the public welfare of the people of Oklahoma", 60 O.S. Sec. 164.

The Applicant has the legal authority under its Trust Indenture, the Oklahoma Trusts for Furtherance of Public Functions Act, 60 O.S. Sec. 176 et seq, and Oklahoma law to apply for and receive the funding requested in the Application and to carry out the purposes of the requested funding and the project described in the Application.

Sincerely,

William C. Anderson of
DOERNER, SAUNDERS, DANIEL & ANDERSON, L.L.P.

WCA:cf

5673403.1

William C. Anderson

P: 918.591.5283
F: 918.925.5283

wanderson@dsda.com
Tulsa, OK

P: 918.582.1211
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Williams Center Tower II
Two West Second Street, Suite 700
Tulsa, OK 74103-3117

P: 405.319.3500
F: 405.319.3509

105 N. Hudson Avenue, Suite 1000
Oklahoma City, OK 73102-4802

OKLAHOMA ORDNANCE WORKS AUTHORITY

CERTIFICATE

I, William C. Anderson, Assistant Secretary and General Counsel of the Oklahoma Ordnance Works Authority (the "Authority"), a public trust created under the laws of the State of Oklahoma and whose beneficiary is the State of Oklahoma, hereby certify that the Resolutions attached hereto as Exhibit A and by this reference made a part hereof were adopted by the Board of Trustees of the Authority at a meeting duly held April 27, 2021 at 10:00 a.m., at which a quorum was present and acting throughout, and that said Resolutions were validly and duly enacted and are in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand and the seal of the Authority this 27th day of April, 2021.

William C. Anderson
Assistant Secretary
and General Counsel

[SEAL]

RESOLUTIONS

RESOLVED, that the execution of the Rural Business Development Grant Application dated March 25, 2021 (the "Grant Application") on behalf of the Oklahoma Ordnance Works Authority (the "Authority") by the Authority's Chief Administrative Officer, and the submission of the Grant Application by the Authority's Chief Administrative Officer to the United States Department of Agriculture ("USDA") on or about March 25, 2021, are hereby authorized, approved, ratified and confirmed; and

BE IT FURTHER RESOLVED, that the Grant Application and all other Grant, Grant Acceptance or other documents related to the Grant Application (together the "Documentation") are hereby authorized, approved, ratified, and confirmed, and the Chairman, Vice Chairman or Chief Administrative Officer are hereby authorized to execute, deliver, and perform the Documentation on behalf of the Authority.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #12

Title: Consider approval of Sodium Chlorite contract extension.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #13

Title: Consider holding Executive Session pursuant to 25 O.S. Section 307 C.11 of the Open Meeting Act to confer on matters pertaining to economic development and pursuant to 25 O.S. 307B.1 to discuss personnel matters.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #14

Title: Consideration approval of operating budget for FY 2022.



Fiscal Year 2022 Budget Comparison to Fiscal Year 2021 Forecast

| | |
|----------------------------------|------------------------|
| Net Income-Current Year Forecast | in \$1,000 \$ 5,012 |
| Projected Net Income-2022 Budget | 932 |
| Difference | <u>\$ 4,080</u> |

Summary

| | |
|--|-------------------|
| Non-Recurring Grants | \$ (617) |
| Non-Recurring Land Sales | (849) |
| Decrease in Interest Income | (306) |
| Professional Services | (100) |
| The District-Operating costs | (571) |
| Water -Decrease in Net Income | (680) |
| Waste -Decrease in Net Income | (662) |
| Marketing & Business Development | (175) |
| All Other Expenses | (120) |
| Projected Decrease in Net Income - 2022 Budget vs. 2021 Forecast | <u>\$ (4,080)</u> |

Detailed Description of Differences

| | |
|---|----------|
| • <u>Non-Recurring Grant Reimbursement-</u> | \$ (617) |
| • \$20K CARES Grant funds received from the FAA to offset Airport expenses | |
| • \$497K USDA Grant funds received to offset COE Equipment purchases | |
| • \$100K Google Grant funds received for COVID Rapid Response Expenses | |
| • <u>Non-Recurring Land Sales</u> - No Land Sales or Easements anticipated | \$ (849) |
| • <u>Decrease in Interest Income-</u> | \$ (306) |
| • Projected decrease in interest income due to reductions and increased capital investment (\$804K) | |
| • Allocation of Interest expense to Water and Waste Treatment Plants - \$498K | |
| • <u>Professional Services-</u> | |
| • Increasing for services rendered for RFPs, Phase I and Phase II Environmental assessments, and the continuation of the Master Plan Development. | \$ (100) |
| • <u>The District-</u> Operating & Marketing Expenses associated with the opening | \$ (571) |
| • Utilities- \$17K | |
| • Maintenance & Building and Grounds Expense- \$54K | |
| • Marketing - \$80K web-site and marketing campaign | |
| • Realtor Commissions- \$61K | |
| • Wages & Salaries \$89K- Full-Time Program Coordinator- \$72K, Contract labor for Events \$17K | |
| • Depreciation Expense- \$200K | |
| • Other Expenses- \$70K | |

| | |
|---|--------------------------|
| <ul style="list-style-type: none"> • <u>Water Treatment Plant</u> • Capital Cost Expense - \$294K <ul style="list-style-type: none"> • Interest expense for capital dollars spent on Water Plant Projects • Professional Services - \$297K <ul style="list-style-type: none"> • Staffing Study & Preventative Maintenance Program Implementation • Other Expenses- \$89K | \$ (680) |
| <ul style="list-style-type: none"> • <u>Waste Water Treatment Plant</u> • Wages & Benefits- \$111K <ul style="list-style-type: none"> • 2 FTE (Waste Water Tech and Waste Water Operator) starting in November \$61K • Wage rate increase 3%- \$24K • Insurance premiums - \$15K • All other benefits- \$11K • Maintenance Expense - \$101K <ul style="list-style-type: none"> • Preventative Maintenance items- \$27K • Scrubber Maintenance- \$49K • Emergency repair items- \$25K • Professional Services - \$202K <ul style="list-style-type: none"> • Staffing Study & Preventative Maintenance Program Implementation- \$200K • Capital Cost Expense - \$204K <ul style="list-style-type: none"> • Interest expense for Capital Dollars spent on Waste Water Projects • Other Waste Treatment Expenses - \$44K | \$ (662) |
| <ul style="list-style-type: none"> • <u>Marketing & Business Development</u> • 60th Anniversary Event - \$41K • Site Selector Event/PGA - \$84K • Cash Incentives for New Companies - \$1 M • Website Maintenance - \$15K • Other Misc. Marketing Expenses - \$35K | \$ (175) |
| <ul style="list-style-type: none"> • <u>All Other Costs</u> | \$ (120) |
| Projected Decrease in Net Income | <u>\$ (4,080)</u> |

Oklahoma Ordnance Works Authority
Income Statement
SUMMARY
2022 Budget Vs 2021 Fcst

| | <u>2021 FCST</u> | <u>2021 BUD</u> | <u>Variance</u> | <u>2022 BUD</u> | <u>VS 2021 FCST</u> |
|-----------------------------------|-------------------|-------------------|------------------|-------------------|---------------------|
| Revenue | | | | | |
| Interest Income | \$4,387,387 | \$2,700,000 | \$1,687,387 | \$4,080,895 | (\$306,492) |
| Building Rentals/Sponsorships | 2,789,256 | 3,183,695 | (394,439) | 3,275,269 | 486,013 |
| Airport Sales | 121,990 | 129,786 | (7,796) | 125,000 | 3,010 |
| Waste Treatment Income | 2,612,948 | 2,284,751 | 328,197 | 2,712,706 | 99,758 |
| Water Sales | 9,324,484 | 8,284,685 | 1,039,800 | 9,557,111 | 232,626 |
| FAA Grant Reimbursement | 20,000 | 0 | 20,000 | 0 | (20,000) |
| Gain/Loss on Disposal of Assets | 1,346,681 | 250,000 | 1,096,681 | 0 | (1,346,681) |
| Miscellaneous Sales | 343,573 | 180 | 343,393 | 0 | (343,573) |
| Total Revenue | 20,946,319 | 16,833,097 | 4,113,223 | 19,750,981 | (1,195,339) |
| Cost of Revenue | | | | | |
| Wages, Benefits & Payroll | 1,259,429 | 1,274,331 | (14,900) | 1,394,945 | 135,516 |
| Repair Parts & Maintenance- | 825,189 | 478,818 | 346,381 | 912,250 | 87,061 |
| Streets & Roads | 52,137 | 40,000 | 12,137 | 45,000 | (7,137) |
| Housekeeping & Security | 46,531 | 42,490 | 4,041 | 64,620 | 18,089 |
| Utilities, Heat, Lights | 129,050 | 192,069 | (63,019) | 148,680 | 19,630 |
| Russell Hunt Lodge | 8,883 | 35,000 | (26,117) | 73,200 | 64,317 |
| Airport-Jet A | 33,917 | 37,000 | (3,083) | 42,500 | 8,583 |
| Airport-Avgas | 28,192 | 25,000 | 3,192 | 30,000 | 1,808 |
| Buildings & Grounds | 444,601 | 380,548 | 64,053 | 460,523 | 15,922 |
| Power | 1,136,462 | 1,090,000 | 46,462 | 1,160,000 | 23,538 |
| Water | 174,241 | 225,480 | (51,239) | 360,480 | 186,239 |
| Capital Cost Expense | 0 | 0 | 0 | 497,562 | 497,562 |
| Chemicals | 1,513,654 | 1,560,000 | (46,346) | 1,560,000 | 46,346 |
| Laboratory | 10,822 | 14,501 | (3,679) | 12,000 | 1,178 |
| Testing | 67,526 | 70,500 | (2,974) | 75,000 | 7,474 |
| Permits & Licenses | 12,715 | 13,500 | (785) | 13,218 | 503 |
| Sludge Disposal | 528,831 | 460,000 | 68,831 | 510,000 | (18,831) |
| Other Operating Expense | 4,506 | 7,840 | (3,334) | 13,777 | 9,271 |
| Gasoline-Operations- | 14,024 | 15,351 | (1,327) | 14,421 | 397 |
| Total Cost of Revenue | 6,290,710 | 5,962,428 | 328,284 | 7,388,176 | 1,097,466 |
| Gross Margin | 14,655,609 | 10,870,669 | 3,784,939 | 12,362,805 | (2,292,804) |
| Operating Expenses | | | | | |
| Workforce | | | | | |
| Ads-RSUTV | 14,000 | 16,250 | (2,250) | 12,500 | (1,500) |
| Boys & Girls Club | 5,000 | 5,000 | 0 | 5,000 | 0 |
| State Wide Workforce Program | 62,898 | 100,000 | (37,102) | 50,000 | (12,898) |
| Workforce Development Software | 39,292 | 40,000 | (708) | 20,000 | (19,292) |
| Advertising | 800 | 1,200 | (400) | 800 | 0 |
| Website Maintenance | 1,872 | 2,500 | (628) | 0 | (1,872) |
| Youth Marketing Team Scholarships | 4,987 | 10,000 | (5,013) | 0 | (4,987) |
| Ok Manufacturing Alliance | 6,000 | 6,000 | 0 | 6,000 | 0 |
| Memb-NORA | 4,500 | 4,500 | 0 | 4,500 | 0 |
| Professional Services | 7,525 | 9,000 | (1,475) | 28,000 | 20,475 |
| Travel | 1,505 | 10,000 | (8,495) | 6,000 | 4,495 |
| Continuing Education | | 3,000 | (3,000) | 3,000 | 3,000 |
| Local Events Support | 11,053 | 24,000 | (12,947) | 20,000 | 8,947 |
| RSU-Annual Support | 123,477 | 142,000 | (18,523) | 135,000 | 11,523 |
| Promotions | 8,263 | 9,000 | (737) | 6,000 | (2,263) |
| Teacher Development | 4,700 | 6,000 | (1,300) | 6,000 | 1,300 |
| Total Workforce | 295,872 | 388,450 | (92,577) | 302,800 | 6,928 |
| STEM | | | | | |
| Maintenance Agreements | 38,700 | 39,000 | (300) | 38,700 | 0 |
| Manufacturing & PreApp Program | 0 | 6,000 | (6,000) | 0 | 0 |
| MidAmerica Production Technician | 0 | 6,000 | (6,000) | 0 | 0 |
| Robotics Support | 10,000 | 10,000 | 0 | 5,000 | (5,000) |
| RSUTV-AVProgram | 1,500 | 15,000 | (13,500) | 10,000 | 8,500 |
| STEM Related Education | 5,926 | 6,000 | (74) | 6,000 | 74 |
| Online Training Software | 2,094 | 3,000 | (906) | 3,000 | 906 |

| | 2021 FCST | 2021 BUD | Variance | 2022 BUD | VS 2021 FCST |
|--------------------------------------|------------------|------------------|------------------|-------------------|---------------------|
| Google Grant Expenses | 157,050 | 0 | 157,050 | 0 | (157,050) |
| Total STEM | 215,270 | 85,000 | 130,270 | 62,700 | (152,570) |
| Marketing | | | | | |
| Advertising-Publications | 64,694 | 55,600 | 9,094 | 60,000 | (4,694) |
| Studies-Consulting | 9,500 | 15,000 | (5,500) | 15,000 | 5,500 |
| Website Analytics | 7,019 | 11,450 | (4,431) | 4,639 | (2,381) |
| 60th Anniversary Event | 4,012 | 55,000 | (50,988) | 45,000 | 40,988 |
| MAIP Materials & Printing | 23,733 | 43,500 | (19,767) | 33,000 | 9,267 |
| Site Consultant Visits | 90,318 | 20,500 | 69,818 | 55,000 | (35,318) |
| Marketing-Newsletter | 14,264 | 12,000 | 2,264 | 15,000 | 737 |
| Ads-Promotional Items | 18,870 | 12,200 | 6,670 | 15,000 | (3,870) |
| Website Maintenance | 4,779 | 10,000 | (5,221) | 20,000 | 15,221 |
| Site Selector Event/PGA | 16,479 | 66,000 | (49,521) | 100,000 | 83,521 |
| Digital Marketing | 134,686 | 145,250 | (10,564) | 120,000 | (14,686) |
| Memb-OKBusRoundTbl | 10,000 | 19,500 | (9,500) | 5,000 | (5,000) |
| Tulsa Chamber | 36,554 | 49,500 | (12,946) | 42,500 | 5,946 |
| Arrowhead Consulting | 18,000 | 18,000 | 0 | 0 | (18,000) |
| Travel | 3,184 | 26,950 | (23,766) | 25,000 | 21,816 |
| ContEduc-Other | 0 | 3,075 | (3,075) | 3,000 | 3,000 |
| Youth Marketing Team Scholarships | 0 | 0 | 0 | 15,000 | 15,000 |
| Marketing Memberships | 10,917 | 25,840 | (14,923) | 12,367 | 1,450 |
| Community Development | 41,690 | 44,975 | (3,285) | 55,500 | 13,810 |
| CAO Travel | 2,781 | 45,000 | (42,219) | 45,000 | 42,219 |
| Total Marketing | 511,480 | 679,340 | (168,858) | 686,006 | 174,526 |
| General & Administrative | | | | | |
| Wages, Benefits & Payroll | 2,376,344 | 2,298,262 | 78,082 | 2,559,425 | 183,082 |
| Travel | 16,128 | 31,300 | (15,172) | 26,300 | 10,172 |
| COE-Marketing | 6,075 | 9,900 | (3,825) | 8,000 | 1,925 |
| Continuing Educat/Training | 4,133 | 14,200 | (10,067) | 10,700 | 6,567 |
| The District-Website | 6,850 | 40,000 | (33,150) | 12,000 | 5,150 |
| The District-Marketing & PR | 12,754 | 75,000 | (62,246) | 87,200 | 74,446 |
| Legal Services | 286,341 | 244,999 | 41,342 | 328,000 | 41,659 |
| Engineering Services | 18,072 | 52,000 | (33,928) | 37,000 | 18,928 |
| Professional Services | 425,128 | 512,501 | (87,373) | 1,112,500 | 687,372 |
| Telephone Expense | 85,711 | 98,750 | (13,039) | 118,399 | 32,688 |
| Office Supplies/ Software | 64,365 | 58,050 | 6,315 | 58,050 | (6,315) |
| COE-Technical Consultation | 8,124 | 6,000 | 2,124 | 100,000 | 91,876 |
| Other G & A | 23,807 | 33,060 | (9,253) | 37,350 | 13,543 |
| Insurance Expense | 371,745 | 326,200 | 45,545 | 378,010 | 6,265 |
| Depreciation Expense | 4,915,226 | 4,886,968 | 28,257 | 5,506,022 | 590,796 |
| Total GENERAL& ADMIN | 8,620,803 | 8,687,190 | (66,388) | 10,378,956 | 1,758,153 |
| Total Operating Expenses | 9,643,425 | 9,839,980 | (197,553) | 11,430,462 | 1,787,037 |
| Income (Loss) from Operations | 5,012,184 | 1,030,689 | 3,982,492 | 932,343 | (4,079,841) |

Oklahoma Ordnance Works Authority
Income Statement
WASTE TREATMENT
2022 Budget Vs 2021 Fcst

| | <u>2021 FCST</u> | <u>2021 BUD</u> | <u>Variance</u> | <u>2022 BUD</u> | <u>VS 2021 FCST</u> |
|--------------------------------------|------------------|------------------|------------------|------------------|---------------------|
| Revenue | | | | | |
| Waste Treatment Income | \$2,612,948 | \$2,284,751 | \$328,197 | \$2,712,706 | \$99,758 |
| Total Revenue | <u>2,612,948</u> | <u>2,284,751</u> | <u>328,197</u> | <u>2,712,706</u> | <u>99,758</u> |
| Cost of Revenue | | | | | |
| Wages, Benefits & Payroll | 189,732 | 229,832 | (40,100) | 276,750 | 87,018 |
| Repair Parts & Maintenance | 219,049 | 278,013 | (58,964) | 270,617 | 100,568 |
| Streets & Roads | 20,642 | 20,000 | 642 | 20,000 | (642) |
| Utilities, Heat, Lights | 450 | 480 | (31) | 480 | 31 |
| Power | 165,987 | 170,000 | (4,013) | 170,000 | 4,013 |
| Capital Cost Expense | 0 | 0 | 0 | 203,894 | 203,894 |
| Laboratory | 5,347 | 7,500 | (2,153) | 6,000 | 653 |
| Testing | 34,996 | 40,000 | (5,004) | 40,000 | 5,004 |
| Permits & Licenses | 1,496 | 1,000 | 496 | 1,500 | 4 |
| Sludge Disposal | 0 | 10,000 | (10,000) | 10,000 | 10,000 |
| Other Operating Expense | 1,197 | 1,197 | 0 | 1,197 | 0 |
| Total Cost of Revenue | <u>638,896</u> | <u>758,022</u> | <u>(119,126)</u> | <u>1,000,438</u> | <u>410,543</u> |
| Gross Margin | <u>1,974,052</u> | <u>1,526,729</u> | <u>447,323</u> | <u>1,712,268</u> | <u>(310,785)</u> |
| General & Administrative | | | | | |
| Wages, Benefits & Payroll | 361,903 | 350,875 | 11,027 | 385,527 | 23,624 |
| Travel | 143 | 2,500 | (2,357) | 2,500 | 2,357 |
| Continuing Educat/Training | 105 | 2,500 | (2,395) | 2,500 | 2,395 |
| Legal Services | 0 | 5,000 | (5,000) | 5,000 | 5,000 |
| Engineering Services | 7,008 | 15,000 | (7,993) | 10,000 | 2,993 |
| Professional Services | 808 | 5,000 | (4,192) | 202,500 | 201,692 |
| Telephone Expense | 9,502 | 10,350 | (849) | 16,400 | 6,898 |
| Office Supplies/ Software | 3,686 | 2,000 | 1,686 | 2,500 | (1,186) |
| Other G & A | 696 | 1,000 | (304) | 1,000 | 304 |
| Insurance Expense | 19,085 | 16,200 | 2,885 | 19,085 | 0 |
| Depreciation Expense | 1,148,434 | 1,140,000 | 8,434 | 1,256,000 | 107,566 |
| Total GENERAL& ADMIN | <u>1,551,370</u> | <u>1,550,425</u> | <u>942</u> | <u>1,903,012</u> | <u>351,645</u> |
| Total Operating Expenses | <u>1,551,370</u> | <u>1,550,425</u> | <u>942</u> | <u>1,903,012</u> | <u>351,645</u> |
| Income (Loss) from Operations | <u>422,682</u> | <u>(23,696)</u> | <u>446,381</u> | <u>(190,744)</u> | <u>(662,430)</u> |

Oklahoma Ordnance Works Authority
Income Statement
WATER TREATMENT
2022 Budget Vs 2021 Fcst

| | <u>2021 FCST</u> | <u>2021 BUD</u> | <u>Variance</u> | <u>2022 BUD</u> | <u>VS 2021 FCST</u> |
|--------------------------------------|------------------|------------------|------------------|------------------|---------------------|
| Revenue | | | | | |
| Water Sales | \$9,324,484 | \$8,284,685 | \$1,039,800 | \$9,557,111 | \$232,626 |
| Total Revenue | 9,324,484 | 8,284,685 | 1,039,800 | 9,557,111 | 232,626 |
| Cost of Revenue | | | | | |
| Wages, Benefits & Payroll | 669,143 | 647,011 | 22,130 | 746,695 | 77,554 |
| Repair Parts & Maintenance- | 838,203 | 356,753 | 481,450 | 689,949 | (148,254) |
| Streets & Roads | 14,952 | 10,000 | 4,952 | 10,000 | (4,952) |
| Utilities, Heat, Lights | 13,997 | 12,805 | 1,192 | 11,000 | (2,997) |
| Power | 970,475 | 920,000 | 50,475 | 990,000 | 19,525 |
| Water | 173,761 | 225,000 | (51,239) | 360,000 | 186,239 |
| Capital Cost Expense | 0 | 0 | 0 | 293,668 | 293,668 |
| Chemicals | 1,513,654 | 1,560,000 | (46,346) | 1,560,000 | 46,346 |
| Laboratory | 5,475 | 7,000 | (1,525) | 6,000 | 525 |
| Testing | 32,530 | 26,000 | 6,530 | 35,000 | 2,470 |
| Permits & Licenses | 9,155 | 9,500 | (345) | 9,500 | 345 |
| Sludge Testing | 0 | 4,500 | (4,500) | 0 | 0 |
| Sludge Disposal | 528,831 | 450,000 | 78,831 | 500,000 | (28,831) |
| Other Operating Expense | 1,228 | 3,499 | (2,271) | 1,200 | (28) |
| Gasoline-Operations- | 2,002 | 3,000 | (998) | 2,400 | 398 |
| Total Cost of Revenue | 4,773,406 | 4,235,068 | 538,336 | 5,215,412 | 442,008 |
| Gross Margin | 4,551,078 | 4,049,617 | 501,463 | 4,341,699 | (209,381) |
| General & Administrative | | | | | |
| Wages, Benefits & Payroll | 987,661 | 957,524 | 30,138 | 1,032,664 | 45,001 |
| Travel | | 8,800 | (8,800) | 8,800 | 8,800 |
| Continuing Educat/Training | 1,528 | 10,000 | (8,472) | 5,000 | 3,472 |
| Legal Services | 3,305 | 10,000 | (6,695) | 10,000 | 6,695 |
| Engineering Services | 10,065 | 25,000 | (14,935) | 15,000 | 4,935 |
| Professional Services | 8,248 | 18,000 | (9,752) | 305,000 | 296,752 |
| Telephone Expense | 22,446 | 18,000 | 4,446 | 22,500 | 54 |
| Office Supplies/ Software | 2,423 | 11,000 | (8,577) | 7,500 | 5,077 |
| Other G & A | 1,692 | 1,500 | 192 | 1,750 | 58 |
| Insurance Expense | 106,924 | 90,000 | 16,924 | 106,924 | 0 |
| Depreciation Expense | 1,815,493 | 1,660,000 | 155,493 | 1,915,611 | 100,117 |
| Total GENERAL& ADMIN | 2,959,785 | 2,809,824 | 149,962 | 3,430,749 | 470,962 |
| Total Operating Expenses | 2,959,785 | 2,809,824 | 149,962 | 3,430,749 | 470,962 |
| Income (Loss) from Operations | 1,591,293 | 1,239,793 | 351,501 | 910,950 | (680,343) |

Oklahoma Ordnance Works Authority
Income Statement
COE
2022 Budget Vs 2021 Fcst

| | <u>2021 FCST</u> | <u>2021 BUD</u> | <u>Variance</u> | <u>2022 BUD</u> | <u>VS 2021 FCST</u> |
|--------------------------------------|------------------|-----------------|-----------------|------------------|---------------------|
| Revenue | | | | | |
| Building Rentals/Sponsorships | \$32,948 | \$61,250 | (\$28,302) | \$84,000 | \$51,052 |
| Total Revenue | <u>32,948</u> | <u>61,250</u> | <u>(28,302)</u> | <u>84,000</u> | <u>51,052</u> |
| Cost of Revenue | | | | | |
| Repair Parts & Maintenance- | 21,015 | 10,000 | 11,015 | 15,000 | (6,015) |
| Housekeeping & Security- | 9,082 | 7,040 | 2,042 | 12,000 | 2,918 |
| Utilities, Heat, Lights | 17,415 | 20,250 | (2,835) | 22,000 | 4,585 |
| Buildings & Grounds- | 5,700 | 4,200 | 1,500 | 6,000 | 300 |
| Other Operating Expense | 701 | 1,344 | (643) | 10,000 | 9,299 |
| Total Cost of Revenue | <u>53,913</u> | <u>42,834</u> | <u>11,079</u> | <u>65,000</u> | <u>11,087</u> |
| Gross Margin | <u>(20,965)</u> | <u>18,416</u> | <u>(39,381)</u> | <u>19,000</u> | <u>39,965</u> |
| General & Administrative | | | | | |
| COE-Marketing | 6,075 | 9,900 | (3,825) | 8,000 | 1,925 |
| Telephone Expense | 11,190 | 11,760 | (570) | 11,500 | 310 |
| Office Supplies/ Software | 2,400 | 10,000 | (7,600) | 12,000 | 9,600 |
| COE-Technical Consultation | 8,124 | 6,000 | 2,124 | 100,000 | 91,876 |
| Total GENERAL& ADMIN | <u>27,789</u> | <u>37,660</u> | <u>(9,871)</u> | <u>131,500</u> | <u>103,711</u> |
| Total Operating Expenses | <u>27,789</u> | <u>37,660</u> | <u>(9,871)</u> | <u>131,500</u> | <u>103,711</u> |
| Income (Loss) from Operations | <u>(48,754)</u> | <u>(19,244)</u> | <u>(29,511)</u> | <u>(112,500)</u> | <u>(63,745)</u> |

Oklahoma Ordnance Works Authority
Income Statement
THE DISTRICT
2022 Budget Vs 2021 Fcst

| | <u>2021 FCST</u> | <u>2021 BUD</u> | <u>Variance</u> | <u>2022 BUD</u> | <u>VS 2021 FCST</u> |
|--------------------------------------|------------------|------------------|------------------|------------------|---------------------|
| Revenue | | | | | |
| Building Rentals/Sponsorships | \$5,600 | \$30,000 | (\$24,400) | \$172,381 | \$166,781 |
| Gain/Loss on Disposal of Assets | 552,436 | 250,000 | 302,436 | | (552,436) |
| Total Revenue | 558,036 | 280,000 | 278,036 | 172,381 | (385,655) |
| Cost of Revenue | | | | | |
| Wages, Benefits & Payroll | 0 | 0 | 0 | 17,500 | 17,500 |
| Repair Parts & Maintenance- | 1,300 | 5,250 | (3,950) | 12,000 | 10,700 |
| Streets & Roads | 0 | 0 | 0 | 5,000 | 5,000 |
| Housekeeping & Security- | 3,040 | 8,550 | (5,510) | 24,000 | 20,960 |
| Utilities, Heat, Lights | 6,535 | 36,000 | (29,465) | 24,000 | 17,465 |
| Buildings & Grounds- | 22,132 | 31,500 | (9,368) | 60,000 | 37,868 |
| Total Cost of Revenue | 33,007 | 81,300 | (48,293) | 142,500 | 109,493 |
| Gross Margin | 525,029 | 198,700 | 326,329 | 29,881 | (495,148) |
| General & Administrative | | | | | |
| Wages, Benefits & Payroll | 0 | 0 | 0 | 71,780 | 71,780 |
| The District-Website | 6,850 | 40,000 | (33,150) | 12,000 | 5,150 |
| The District-Marketing & PR | 12,754 | 75,000 | (62,246) | 87,200 | 74,446 |
| Legal Services | 0 | 0 | 0 | 25,000 | 25,000 |
| Professional Services | 14,238 | 65,000 | (50,762) | 75,000 | 60,762 |
| Telephone Expense | 2,457 | 9,000 | (6,543) | 14,400 | 11,943 |
| Other G & A | 0 | 12,000 | (12,000) | 12,000 | 12,000 |
| Depreciation Expense | 0 | 120,000 | (120,000) | 200,000 | 200,000 |
| Total GENERAL& ADMIN | 36,299 | 321,000 | (284,686) | 497,380 | 461,081 |
| Total Operating Expenses | 36,299 | 321,000 | (284,686) | 497,380 | 461,081 |
| Income (Loss) from Operations | 488,730 | (122,300) | 606,295 | (467,499) | (956,229) |

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #15

Title: Election of Chairman and Vice Chairman.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #16

Title: Consider approval of CAO's expense claims.

OOWA Board Meeting
April 27, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #17

Title: Consider New Business